The Solicitors' Journal.

LONDON, JUNE 17, 1882.

CURRENT TOPICS.

THE TRIBUNAL appointed by the Solicitors' Remuneration Act held a meeting on the 13th of May, and another meeting is appointed for Saturday, the 17th inst., but no scale of remuneration has yet been settled.

VICE-CHANCELLOR HALL continues to gain strength, but we regret to learn that the improvement in his condition as regards power of speech and movement is not as yet very substantial.

WE ARE GLAD to hear that the festival of the Solicitors' Benevolent Association on Wednesday was the most successful which has yet been held, the proceeds in life and annual subscriptions and general donations amounting to no less than £936 8s.

MR. JUSTICE NORTH has, at the request of the Lord Chancellor, undertaken the business of Mr. Justice KAY, while the latter learned judge is occupied in hearing the causes and matters transferred to him from Vice-Chancellor HALL by the order which we printed last week.

THE STATEMENT furnished to us of the recent observations of Mr. Justice CHITTY on the privilege of Queen's Counsel on motion days, was not quite accurate. The rule as stated by his lordship was, "That any member of the inner bar coming in after his turn, but before the motions had left the inner bar, was entitled, notwithstanding, to move." This rule was laid down by the learned judge after consultation with the Master of the Rolls.

THERE CAN BE NO DOUBT that the Council of the Incorporated Law Society acted wisely in submitting to the members the question whether the decision of the Court of Appeal in the actions against the two firms of law stationers should be carried to the House of Lords; and we think that the result arrived at by the meeting will be generally approved. Whether the decision was or was not satisfactory, it related to a matter of so much importance to the profession that it is desirable to have the law on the subject laid down by the highest tribunal. When that has been done, the time will come for considering what legislative or other provisions may be necessary for meeting the convenience of country solicitors, and protecting the profession from the inroads of unqualified practitioners. No one who reads the statements made at the meeting can doubt that the law stationers are rapidly widening the sphere of their operations and trenching largely on the functions of solicitors. Their intervention may be convenient and inexpensive to some practitioners, but the fact must not be lost sight of that it is not a long step from the employment of unqualified persons by solicitors to transact certain kinds of legal business to their employment in similar matters by clients.

THE CORRESPONDENCE we print this week on the subject of the delay in the promulgation of the scale for conveyancing remuneration represents only a tithe of the private communications which have reached us on the subject during the last few weeks. The draft order prepared by the Council of the Incorporated Law Society, and amended after the meeting with the Associated Provincial Law Societies, was before the tribunal in January last, but the draft order to be framed by the tribunal and submitted to the Council of the Incorporated Law Society has not yet been settled. On a matter of so much importance, no one would grudge a reasonable time for careful consideration, but nearly five months seems somewhat excessive. Having regard to the rumours which have been current as to the difficulty standing in the way of a settlement, we have hitherto refrained from commenting on the matter. We venture to think, however, that the time has now come for urging the necessity for some conclusion being arrived at. Practitioners are in this very unfair position, that while they are paid on the old system they are expected to prepare their documents on the new system. It is very much to be hoped that something definite will result from the deliberation of the tribunal at its forthcoming meeting.

SIR HARDINGE GIFFARD'S Bill to amend the Judicature Acts appears to have been practically rejected on Monday, a motion by Mr. PUGH to leave out the words "or rule of court" being carried by a small majority. The Bill provides that "no Order in Council or rule of court required by the Supreme Court of Judicature Acts, 1873 and 1875, to be laid before each House of Parliament shall come into operation until the expiration of forty days next after it has been so laid before each House of Parliament." As no Order in Council is necessary to enable the Committee of Judges to make rules of court under the power in section 17 of the Appellate Jurisdiction Act, the effect of the alteration is to leave matters in this respect exactly as they are now. We confess we are at a loss to understand the objection to Sir H. GIFFARD'S proposal. The notion of the Attorney-General, that "the attempt to pass the clause was offering an insult to the judges," was sufficiently refuted by Sir H. GIFFARD'S statement that he had reason to believe that a majority of the judges were in favour of the Bill as it stood. It is, indeed, difficult to see how the Judges could reasonably object to the proposal that rules of court, instead of coming into operation at once, should be laid upon the table of the House for forty days before coming into operation. It is quite certain that Parliament would not interfere with rules of merely professional interest or relating to technical matters of pleading, and it is surely right that it should have an opportunity of vetoing proposed changes of general importance which may be devised by "any three" out of the committee of seven judges.

IT IS A SATISFACTION to pass from the incautious letter of the Home Secretary, and the indistinct and vacillating utterances of the Lord Chief Justice, to the firm legal ground afforded us by the decision of FIELD and CAVE, JJ., in the case of *Beatty* v. *Gillbanks*. Stated shortly, the case was this:—The members of a religious body, called the Salvation Army, proposed to march, according to their custom, through the streets of Weston-super-Mare, for a purpose and in a manner which were lawful, unless what was otherwise lawful was rendered not so by the unlawful purpose of another body, called the Skeleton Army, to make it the occasion of obstructing, insulting, assaulting, and raising a riot against them. The Salvation Army, notwithstanding they were aware of the lawless designs of their opponents, proceeded peaceably to execute their purpose, relying on the protection of the law and its officers. Thereupon the magistrates, instead of binding over the members of the Skeleton Army to keep the peace, put the legal fetter on the wrists of the Salvation Army. But, as CAVE, J., pertinently observed, the law in this country has not yet gone the length of forbidding a shopman to exhibit in his windows rich wares, which may prove too strong

for the self-restraint of a burglar. The business of the law and its officers is to protect peaceable citizens against violence in the exercise of their legal rights; not to interpose its authority in favour of the law breakers, and to buy off their lawless violence by accomplishing their unlawful object for them. This sound decision will, it may be hoped, prove useful in restoring the authority of the law, and bracing up the nerves of magistrates, both paid and unpaid; who throughout this business have, for the most part, cut a very sorry figure. To do an act in itself lawful, merely for the purpose of provoking another to commit a breach of peace, perhaps under some circumstances may be unlawful. But magistrates will no doubt for the future accept it as law, that, to make an act unlawful, it is not enough to show that the act, lawful in itself, is likely to provoke a lawless one, nor even to show that the doer of the lawful act knows that such will be the consequence.

THE ARMY (ANNUAL) ACT, 1882 (45 Vict. c. 7), one of the nine statutes which Parliament has succeeded in passing this session, contains two very remarkable sections. The 4th section, after reciting that "the misprints hereinafter mentioned occur in the Army Act, 1881, and it is expedient to amend the same," sets out no less than six cases in which certain words are to be "substituted" for certain other words occurring in different sections of that Act. The propriety of the amendments may be indisputable, but it is difficult to see how the word "misprint" can have come to be used. For instance, sub-section 2 of the 4th section enacts that "in section eighty-seven of the Army Act, 1881, the words 'a proclamation in pursuance of the enactments relating to the calling out of the reserve on permanent service' shall be substituted for 'a proclamation in pursuance of this Act' in the first sub-section." This amendment was surely suggested by an afterthought, and the words originally printed could not have been "misprinted" in the ordinary sense of the term. Misprints, in the proper sense of the term, are of course unavoidable, the two most salient instances of late years being perhaps the printing of "that" for "this" in section 11 of the Burial Act, 1880, which was solemnly corrected by the Burial and Registration Acts (Doubts Removal) Act, 1881, and the omission of "same" after "the" in section 36, sub-section 4, of the Taxes Management Act, 1880—an omission which, though it makes the section "insensible," is still uncorrected by Parliament. It is provided also by the 6th section of the Army Act that "in all copies of the Army Act, 1881, which may be printed after the commencement of this Act, the words by this Act directed to be substituted for other words shall be printed therein in lieu of the latter words, and the words directed by this Act to be added shall be added thereto." This is quite a novel enactment, and might cause some confusion in the case of the two rival copies of the Act of 1881 being used on the same occasion. To make the enactment of real use, all the old copies should be "called in" like old threepenny pieces when new ones are issued. Even in such a case, however, no legal presumption would arise that the Queen's Printer's copy was the correct one. In the case of a local Act, no doubt, a Queen's Printer's copy is evidence of the contents of an Act of Parliament, by 8 & 9 Vict. c. 113, s. 3. But in the case of a public Act, the only mode of authenticating the contents is a reference to the Parliament Roll (see *Reg.* v. *Hastingfield Overseers*, L. R. 9 Q. B. 209), in which, however, clerical errors must occasionally occur (see *Lyde* v. *Barnard*, 1 M. & W. 115).

A CASE before the Court of Appeal last week again raised the question, which has been a good deal discussed of late, as to the right to object to criminating questions. Before the decision of the court in *In re Reynolds* (30 W. R. 651), there was some conflict of authority upon the question whether an objection to questions on the ground of their criminating tendency may be taken by the witness himself, or whether he can claim the privilege of silence only by permission of the court. In *Reg.* v. *Garbett* (1 Den. 236) it was held that the opinion of the court as to whether the answer might tend to criminate the witness was the test upon which the privilege depended, and this view was taken in *Osborn* v. *London Dock Company* (3 W. R. 238, 10 Ex. 698) by PARKE, B., who expressed his disapprobation of the decision of JERVIS, C.J., and MAULE, J., in *Fisher* v. *Ronalds* (12 C. B. 762), to the effect that the witness may exercise his own discretion, and may decide for himself whether the question will or will not criminate him. In *Reg.* v. *Boyes* (9 W. R. 690, 1 B. & S. 311), the Court of Queen's Bench held that the privilege can only be allowed where the court is satisfied that a compulsory answer will occasion any real danger to the witness, although COCKBURN, C.J., pointed out that, if there is any indication of such danger, great latitude should be given to the witness in indicating the effect of the question. This decision was approved and followed by the Court of Appeal in *In re Reynolds*. It may be questioned whether it would be not in accordance with convenience and common sense to abolish the privilege in question, while protecting a witness against any criminal proceedings as the result of his disclosures. Both these objects have been attained by the Indian Legislature, for section 132 of the Indian Evidence Act provides that "a witness shall not be excused from answering any question as to any matter relevant to the matter in issue in any suit or in any civil or criminal proceeding, upon the ground that the answer to such question will criminate, or may tend, directly or indirectly, to criminate, such witness, . . . provided that no such answer which a witness shall be compelled to give shall subject him to any arrest or prosecution, or be proved against him in any criminal proceeding, except a prosecution for giving false evidence by such answer."

THE STEPS in the curious case of *Smitherman* v. *South-Eastern Railway Company*, which has been the subject of such protracted litigation, and came before the Court of Appeal on Thursday last, appear to be as follows. The plaintiff was the widow of a man who, in attempting to cross the line at a station of the defendants', had been killed by an engine which he mistook for the train for which he had taken his ticket. A bell had rung for the train, but the deceased had been warned by a porter just as he was about to jump off the platform. The first trial was before BAGGALLAY, L.J., and a verdict was found for the plaintiff. This verdict a divisional court (POLLOCK and HUDDLESTON, BB.) set aside as against evidence. The Court of Appeal (COCKBURN, C.J., and COTTON and THESIGER, L.JJ.) reversed this decision. The House of Lords (Lord SELBORNE, C., and Lords PENZANCE and BLACKBURN) reversed the decision of the Court of Appeal, and granted a new trial, on the ground that the question of contributory negligence on the part of the deceased had not been sufficiently put to the jury. On the second trial the jury found a verdict for the plaintiff, but added that they thought both parties to have been greatly in fault. POLLOCK, B., construed this as a finding for the plaintiff, and entered judgment accordingly. A divisional court (MATHEW and CAVE, JJ.) refused a rule for a new trial. The Court of Appeal (BRETT and COTTON, L.JJ.) confirmed this ruling, but granted a rule to show cause why judgment for the defendants should not be entered on the findings of the jury under ord. 40, r. 4. The Court of Appeal (COLERIDGE, C.J., and BRETT and COTTON, L.JJ.) have now pronounced for the plaintiff, being of opinion that the expression of the jury that both parties were greatly to blame might be disregarded as a comment, and was not to be imported into the finding. With this judgment it is, we think, impossible to disagree, although it is not improbable that the House of Lords may again be asked to express an opinion on the case.

A collection of the official publications of the Court of Appeal, Chancery Division, Queen's Bench Division, and the Probate, Divorce, and Admiralty Division, for Trinity Sittings, has been issued by Mr. Scott, of No. 1, Warwick-court, Holborn, containing the complete sittings papers and cause lists of all these courts, with the Order of Court relating to Vice-Chancellor Hall's business, and constituting a convenient sized work for reference in office or chambers.

On the 9th inst., in the Queen's Bench Division of the Irish High Court of Justice, addresses were presented from the Bar of Ireland and the Council of the Incorporated Society of the Attorneys and Solicitors of Ireland to Mr. Justice Fitzgerald on the occasion of his retirement from the Queen's Bench, he having been promoted to be Lord Justice of Appeal in Ordinary in England, with a life peerage as Lord Fitzgerald. The Lord Chief Justice, in the name of the bench, paid a high tribute of admiration to Mr. Justice Fitzgerald.

THE DISCHARGE OF A DEBTOR IN LIQUIDATION.

To the practitioner in bankruptcy there is probably no question which has created greater difficulty and uncertainty than that of the discharge of a debtor under resolutions for liquidation by arrangement of his affairs. A consideration of the sections and rules relating to the subject, and of some of the decisions which have been pronounced thereon, may be of interest and assistance to our readers.

One of the great principles upon which the Bankruptcy Act of 1869 proceeded was that no bankrupt should obtain a discharge unless his estate paid 10s. in the pound to the creditors, or the creditors passed a special resolution agreeing thereto. This provision, with regard to bankruptcy proper, is contained in section 48 of the Act, whilst section 54 defines the *status* of an undischarged bankrupt to the effect that no debt proveable under the bankruptcy shall be enforced against the property of the bankrupt until three years from the close of his bankruptcy, and if in the meantime he make up the dividend to his creditors to 10s. in the pound, he shall be entitled to a discharge "in the same manner as if a dividend of 10s. in the pound had originally been paid out of his property," but if otherwise, then, on the expiration of the three years, the balance of the debts owing may be enforced in manner therein provided. The question has often been asked, Do either of these sections apply to liquidation? Section 125, sub-section 7, provides that, with the modification thereinafter mentioned, all the provisions of the Act shall, so far as the same are applicable, apply to the case of a liquidation by arrangement, in the same manner as if the word "bankrupt" included a debtor whose affairs are under liquidation, and the word "bankruptcy" included liquidation by arrangement. The modification referred to is contained in sub-section 9 of the same section, which provides that the provisions of that Act with respect to the close of bankruptcy, *discharge of a bankrupt*, the release of the trustee, and the audit of accounts by the comptroller shall not apply in the case of a debtor whose affairs are under liquidation by arrangement; but the close of the liquidation may be fixed, *and the discharge of the debtor* and the release of the trustee *may be granted by a special resolution of the creditors in general meeting*, and the accounts may be audited, in pursuance of such resolution, *at such time and in such manner and upon such terms and conditions as the creditors think fit.* The rule in liquidation which regulates the discharge of a debtor is rule 302, which provides that "where liquidation by arrangement, and not in bankruptcy, has been resolved on, the creditors may, at the same meeting at which such resolution is passed, resolve whether the debtor's discharge shall be granted, either forthwith or at a date to be specified in the resolution, or subject to any and what conditions. In default of any resolution being then come to as to the debtor's discharge, a general meeting shall be summoned for the purpose of considering the grant thereof, either when the trustee shall see fit, or when the committee of inspection (if any), or when the debtor, with the concurrence of one-fourth in value of his creditors, who have proved, shall require the trustee to summon the same." It is clear, therefore, that section 48 does not in any way apply to liquidation; but is it equally clear that section 54 is also excluded from such application? We confess to having had, for some time, very considerable doubt upon this point; but, in the absence of any direct authority upon the point, we have formed the opinion that it is. The obvious reference to section 48 in the words of section 54 above quoted convince us that this is the proper construction to place upon the section, and although the protection of the property of a bankrupt for three years after the close of the bankruptcy might not, if it stood alone, come within any of the exceptions contained in sub-section 9 of section 125, the subsequent provisions as to discharge in case the dividend be made up to 10s. in the pound, would, we think, have to be construed in conjunction therewith, and so bring the whole provisions of that section within the exceptions mentioned.

But, if the conclusion which we have arrived at be correct, what is the *status* of an undischarged liquidating debtor after the close of the liquidation? Until the close of the liquidation any property which might be acquired by or devolve upon him would, of course, pass to the trustee by virtue of section 15, sub-section 3, of the Act; but, upon the close taking place, that provision would cease, and the debtor would then be entitled to retain any such future-acquired property. But would the creditors have any rights against such property for payment of the unpaid balances of their debts? Rule 289 provides that "every creditor in respect of a proveable debt shall, in the event of a liquidation by arrangement being resolved upon, be absolutely restrained from commencing, or continuing, or enforcing any proceedings whatsoever against the debtor or his property . . . unless the court shall be of opinion that such creditor's rights have been prejudicially affected by the resolution, and that the estate would yield a larger dividend if administered in bankruptcy." It would appear, therefore, that, notwithstanding a liquidating debtor does not receive a discharge, he, on the close of his liquidation, practically becomes discharged by reason of that rule, for such must be the effect of the creditors being absolutely restrained from taking or continuing any proceedings against their debtor or his property. If we are right in this proposition it may relieve the minds of some debtors whose creditors have capriciously refused to grant them their discharge. If, however, we are wrong in our conclusion, and it should be held that rule 289 only applies during the continuance of the liquidation, then, indeed, the position of an undischarged debtor is truly deplorable, for he will have been divested of all his property, to be distributed amongst his creditors, and still be liable to them for the unpaid balances of their debts.

But, even if the proposition which we have advanced be correct, there is a wide difference between the position of a debtor who has regularly obtained his discharge and one who has not, but whose liquidation has been closed; for a discharged debtor can and must plead his discharge in an action by any of his creditors: *Heather* v. *Webb* (25 W. R. 253, L. R. 2 C. P. D. 1); *Elmslie* v. *Corrie* (27 W. R. 279, L. R. 4 Q. B. 295); *Wadsworth* v. *Pickles*, (28 W. R. 628); *Ex parte Hemming, Re Chatterton* (28 W. R. 218, L. R. 13 Ch. D. 163). But an undischarged debtor has no defence which he can plead. In *Ex parte Hemming* the application was to restrain a creditor, who alleged that his debt had been incurred by fraud, from proceeding with an action against the debtor after the latter had obtained his discharge, but before the close of the liquidation, and the Court of Appeal declined to do so, assuming, for the purposes of the decision, that the debt had been incurred by fraud, but leaving the question whether it had or had not been so incurred—and, consequently, whether the discharge was an answer or not—to be disposed of in the action. But suppose the position of the matter to have been that the liquidation had been closed, but the debtor had not obtained his discharge when the creditor commenced his action against him. In that case the debtor would have no defence to such an action, whether the debt was incurred by fraud or not, so that his only remedy would be to apply under rule 289 to restrain the creditor from proceeding with his action. Would the court in that case try the question of fraud in an application to restrain? If our proposition be correct, we conceive that the court would have no alternative but to do so in order to give effect to rule 289; for if the debt were not incurred by fraud, the action should not be allowed to proceed, and if it were incurred by fraud, of course the creditor should not be placed in a worse position by his debtor not having obtained a discharge than if he had obtained one. If the court, under the rule, simply restrained *all* creditors from proceeding, a debtor who had contracted debts by fraud or breach of trust, and who did not obtain his discharge, would, after the close of his liquidation, absolutely be better off than if he had obtained it. This would be an anomaly which, we think, the court would never allow, so that it would be necessary for the court to try the question of fraud in order to determine whether the creditor should be restrained or not.

But if the close of a liquidation has the effect which we have argued of practically discharging a debtor, the creditors, by never closing the liquidation or giving the debtor his discharge (and there seems to be no provision to compel them to do so at any time), can for ever keep the future property of their debtor liable until they have been paid the full amount of their debts, with interest. In bankruptcy a trustee is required, by section 47, after

he has realized the estate, to make a report to the court and apply for an order to close the bankruptcy, and the Comptroller in Bankruptcy, in the exercise of his office, sees that this is done in due course, so that a bankruptcy cannot be kept open for ever. In liquidation, however, a debtor appears to be entirely at the mercy of his creditors, and his position, where his creditors are hostile, may be very much worse than if his affairs had gone into bankruptcy. The effect of this was well demonstrated in the case of *Ex parte Greener, Re Wainwright* (30 W. R. 125). In that case the affairs of the debtor went into liquidation in 1877, and the trustee, with the approval of the court and on a resolution of the creditors, purchased the whole of the estate of the debtor for a sum sufficient to pay 5s. in the pound to the creditors and the costs, but no resolution for the close of the liquidation or discharge of the debtor was passed. The debtor, however, supposing the effect of the arrangement for the purchase of his estate by the trustee to be to free him from his liabilities, commenced a fresh business, and acquired therein stock-in-trade which the trustee in 1881 seized as property divisible amongst the creditors under the liquidation in 1877, and it was held that he was entitled to do so. The Master of the Rolls and Baggallay and Lush, L.JJ., in coming to this conclusion, expressed their regret at the extreme hardship of the case, but the law was too clear for them to be influenced by this consideration. If the case had been in bankruptcy, the trustee would have been compelled to have got the bankruptcy closed, in which case the debtor's future property would have been protected except as provided by the Act. The case was distinguished from that of *Ex parte Tinker, Re France* (22 W. R. 794, L. R. 9 Ch. 716), which was a case of a sale of the whole of the estate to the debtor himself, and it was there held that it would be a breach of faith to allow the creditors to take from the debtor the property which they had themselves sold to him, and that in effect such sale operated as a discharge to the debtor.

On the whole we consider the present law with regard to the position of a debtor in liquidation to be one of the most unsatisfactory provisions of the Act of 1869, and we shall on this account alone, if for no other reason, hail with pleasure an amendment of the law which will entirely abolish liquidation proceedings for the future, even though ordinary bankruptcy be the only substitute therefor.

CORRESPONDENCE.

REPAIRS OF MILESTONES AND GUIDE-POSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The full effect of the decision of the Local Government Board, that the repairs of milestones and guide-posts are not part of those "repairs" contemplated by the statute, and consequently, if done at all, will be disallowed by the auditor, will not be apparent until winter time. When, however, a few persons have perished for want of guidance on a winter's night, the question, "Who is to blame?" will come forward. May I ask the favour of your printing the enclosed appeal from the county justices of Leicestershire, which was sent to the Local Government Board last year. It may possibly alter your view as to the law as it stands, and, if not, will certainly confirm your view of what it should be. W. Napier Reeve, Clerk of the Peace.

Leicester, June 13.

[The following is the document referred to:—

To the Right Honourable the President and the other Members of the Local Government Board:—

The justices of the peace of the county of Leicester, in quarter sessions assembled, make the following appeal:—

By the Highway Act, 1878 (section 10), power is given to county authorities to enforce performance of duty by defaulting highway authority, and, by the 13th section of the same Act, a contribution towards the expense of main roads is to be made from the county rate on a certificate of the county surveyor, or such other person or persons as the county authority may appoint, that such main road has been maintained to his or their *satisfaction*.

The justices submit to your Honourable Board that the effect of this enactment is to place the ultimate responsibility of the due maintenance of highways and main roads on the county authority.

The justices of this county, in conference with the chairman and members of the Leicester Highway District, agreed upon certain regulations for the satisfactory maintenance of the main roads throughout the county, in the interest of the public generally (as they submit to your Honourable Board that they were fully justified in doing). And, inasmuch as, by the old turnpike law, milestones and direction posts were to be maintained in repair (with penalties in case of default), the justices in quarter sessions assembled, as before mentioned, made the following rule:—"Milestones, direction posts, and posts indicating the boundaries of highway areas, *are to be provided, kept in repair, painted periodically*, and *legibly lettered*."

The importance of this regulation to the public convenience is obvious; for now that turnpike gates are removed, and the traveller is thereby deprived of information which the toll-taker could have afforded, it is more than ever important to the public safety and convenience that milestones and direction posts should be kept in repair.

Mr. Chamberlin, the poor law auditor of the district, has, however, taken upon himself to say that the county authority has, in fact, no power to make this regulation; that the painting of milestones is no part of the *repairs* of a road, and has (as auditor) disallowed the sum incurred in a highway district for painting milestones.

And not only so, the same official has decided that the cost of removal of snow obstructing a road, cannot be charged under the head of repairs against the county.

The justices of the county of Leicester have never given Mr. Chamberlin any reason to believe that they would resist payment for removal of snow; on the contrary, they would have deemed the question too absurd for discussion; but Mr. Chamberlin has, without any such expression of opinion, taken upon himself to inform the Leicester Highway District that he will refuse to sanction any claim against the county authority for the removal of snow from the main roads—in other words, that the expense of making roads fit for the traffic of the public is to be borne by parishes without any contribution from the county, or the work left undone altogether.

It is difficult to understand how Mr. Chamberlin could have arrived at the conclusion that the cost of removal of snow, which is obstructing and rotting a road, is not to be charged as repairs.

But it is not on the question whether milestones and direction posts are to be maintained, or snow removed, that the justices appeal to your Honourable Board; it is to ask whether it can be with your sanction that a poor law auditor thus takes upon himself to set aside that authority which, by statute, is confided to the county authority.

By the District Auditors Act, 1879, the Local Government Board may from time to time assign to district auditors their *duties*, and the county magistrates respectfully ask of your Honourable Board whether you have assigned to Mr. Chamberlin any duties under which he claims to exercise a control so vexatious and prejudicial; or by what right it is that he, whose business would seem to be the simple audit of accounts, takes upon himself to set aside, by his own proper authority, the united action of the magistrates and highway boards of the county.

The county justices submit to your Honourable Board that this is a case for your interference on this their appeal, inasmuch as it may happen that in future, with the fear of such expenses being disallowed, highway districts may suffer milestones and direction posts to go into decay; and thus there will be no expenditure, the disallowance of which *can* be brought before your Honourable Board on appeal from the auditor's disallowance, and the public service may suffer from the action of an officer whose interpretation of a statute is entirely at variance with that put upon it by the county justices.

And the county justices assembled as aforesaid in quarter sessions submit this matter to your Honourable Board as one of urgent necessity, especially in prospect of the coming winter, and pray your attention may be speedily called to this appeal, and your decision communicated as soon as possible.

Signed, on behalf of the justices in quarter sessions assembled,
November 19, 1881. Archdale R. Palmer, Chairman.]

CONVEYANCING SCALE OF COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Do you know how this matter stands, and how and where the delay is in its not being settled? Meanwhile, here is nearly half the year gone, and we are working quite in the dark as to the proper costs to charge in conveyancing matters. At this instant I have before me a draft conveyance sent me for perusal of less than five folios; what am I to charge—1s. 8d. (the third of 5s. for a skin of fifteen folios) for perusal, and 1s. 8d. for a fair copy at 4d., together 3s. 4d., or what?

I hear that at the meeting of the Provincial Law Societies held last week, it was stated there was a "screw loose" amongst the body who have the duty, under the Act, of forming the scale. I hope it is not so, or we shall have nothing done before the Long Vacation. Lex.

June 13.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Week after week I turn to the Solicitors' Journal, hoping to see that a General Order has been made under the Solicitors' Remuneration Act of last session, and I look in vain; the delay in bringing out

the order appears to me to be most vexatious and unnecessary. Solicitors are expected to adopt the new system of conveyancing, and yet their charges are in the old style; this is not fair to the profession. Is the Incorporated Law Society powerless to help us?

A Country Solicitor.

CASES OF THE WEEK.

Composition Resolutions—Registration—Debtor with no Assets—Trivial Composition—Abuse of Procedure of Court—Bankruptcy Act, 1869, s. 126—Bankruptcy Rules, 1870, r. 295.—In a case of *Ex parte Ball*, before the Court of Appeal on the 8th inst., a question arose as to the registration of composition resolutions. A debtor had filed a liquidation petition, and by his statement of affairs, produced at the first meeting of his creditors, it appeared that he had liabilities amounting to £1,293, and that he had no assets. Questions were put to him by some of the creditors, and he admitted that he was in the receipt of a salary of £5 per week. The creditors by the proper statutory majority, resolved to accept a composition of sixpence in the pound, payable within a month after the registration of the resolutions, and to be secured to the satisfaction of the chairman of the meeting. The resolutions were confirmed at the second meeting and were registered. Some dissentient creditors applied to the court to rescind the registration, and their application was refused by Mr. Registrar Hazlitt, acting as Chief Judge. He thought that he was justified in so deciding by *Ex parte Elworthy* (23 W. R. 790, L. R. 20 Eq. 742), in which, under a liquidation petition filed by a debtor, who stated that his debts amounted to £130, and that his assets were £7, the creditors present at the meetings unanimously resolved to accept a composition of threepence in the pound. No creditor opposed the registration, but the registrar of the county court refused to register the resolutions, on the ground that there were no available assets for distribution among the creditors, and the judge of the county court affirmed his decision. Bacon, C.J., however, held (there still being no opposition) that, as all the requirements of the Act and the Rules had been complied with, the resolutions ought to be registered. In *Ex parte Ball* the Court of Appeal (Jessel, M.R., and Lindley and Bowen, L.JJ.) held that the registration ought to be rescinded. Jessel, M.R., described the proceedings as an abuse of the procedure of the court, and Lindley, L.J., said that they were a scandal. And Jessel, M.R., expressed his approval of what was said by Bacon, C.J., in *Ex parte Staff* (23 W. R. 950, L. R. 20 Eq. 775). In that case the statement of a liquidating debtor showed that his debts amounted to £540, and that his assets were only £32. The creditors resolved on a liquidation by arrangement, and granted the debtor an immediate discharge. One creditor opposed the registration, and the registrar refused to register the resolutions, on the ground that there were practically no assets for distribution among the creditors. Bacon, C.J., affirmed this decision. He said that nothing was better settled than that the Court of Bankruptcy would not allow its procedure to be made use of for iniquitous or merely idle purposes. The machinery of the court ought not to be employed in a case where £32 was all that the debtor had to hand over to his creditors to satisfy debts amounting to £540. The petition was a mere abuse of the procedure in bankruptcy. Jessel, M.R., said that these observations applied exactly to *Ex parte Ball*.—Solicitors, *Barnard & Co.*; *S. Chapman*.

Illegal Contract—Cause of Action—Agreement by Way of Gaming or Wagering—Agent employed to Bet—8 & 9 Vict. c. 109, s. 18.—In a case of *Lynch* v. *Godwin*, before the Court of Appeal on the 10th inst., the question arose whether the employment of an agent to make a bet on a horse-race was illegal, so that the agent could not recover from the principal the amount of the bet which he had had to pay. The action was brought to recover the sum of £40 paid by the plaintiff for the defendant on a betting transaction. In 1878 the defendant instructed the plaintiff to bet £40 upon a horse called Vril for the Ascot Stakes. The plaintiff made the bet with one Onley in the presence of the defendant. In the result the horse did not win the race, and the plaintiff paid Onley the £40. The defendant declined to repay the plaintiff the £40, and he raised the defence that the transaction was null and void under 8 & 9 Vict. c. 109, s. 18, as being an agreement by way of gaming or wagering in respect of which no action could be brought or maintained. Lord Coleridge, C.J., before whom the action was tried without a jury, gave judgment for the plaintiff, holding that, although a bet or contract by way of wagering between principals was a null and void contract, the statute did not render void transactions arising out of the wager. The Court of Appeal (Jessel, M.R., and Lindley and Bowen, L.JJ.) affirmed the decision. Jessel, M.R., said that the employment of an agent to bet was not in itself illegal, and a bet was void but not illegal. If you employed an agent to make a bet for you, you knew he must pay or be subject to very unpleasant consequences. If you did not withdraw your request it must continue, and if he bet at your request he paid at your request, and you were liable for the money so paid. The judgment was quite right. Lindley, L.J., said that a request to pay the bet, if lost, was implied in the request to bet. Bowen, L.J., concurred.—Solicitors, *E. W. Owles*; *Evans*, Manchester.

Bill of Sale—Registration—Statement of Consideration—"Defeazance or Condition"—Affidavit on Registration—Misdescription of Grantor—Bills of Sale Act, 1878, ss. 8, 10.—In a case of *Ex parte Popplewell*, before the Court of Appeal on the 8th inst., a question arose as to the statement of the consideration for a bill of sale. There was also a question whether a parol agreement between the grantors and the grantee amounted to a "defeazance or condition" within the meaning of sub-section 3 of section 10 of the Bills of Sale Act, 1878, so that it ought to have been registered with the bill of sale, and there was a third question whether the occupation of the grantors had been untruly described in the affidavit made on the registration. The bill of sale was made by a father and a son in favour of a money-lender. The grantors were described in the deed, and also in the affidavit filed on the registration, by their true address, and they were stated to be "both mantle manufacturers, carrying on business together" at the address already mentioned, under a specified firm. The deed contained a recital that the grantors had applied to the grantee for an advance of £242, which he had agreed to make upon their agreeing to pay the sum of £100 by way of interest and bonus, and upon having the repayment of the advance, and the payment of the bonus and interest, secured in manner thereinafter expressed. And the grantors, in consideration of the sum of £242, by the grantee paid to them at or before the execution of the deed, assigned absolutely to the grantee all the furniture, stock-in-trade, and other chattels belonging to them in the premises by the address of which they were described, subject to redemption on payment of £342 in certain specified instalments. The bill of sale was executed in November, 1880, and in August, 1881, the father filed a liquidation petition. The trustee in the liquidation sought to have the deed declared void against him on several grounds:—(1) That the consideration was not truly stated. The trustee alleged that when the deed was executed there was a parol agreement between the grantors and the grantee that it should not be registered, and that in consideration of this agreement the grantors agreed to pay the grantee a larger sum by way of bonus and interest than he would otherwise have charged for the advance. This parol agreement, it was said, was part of the consideration for the bill of sale, and ought, therefore, to have been stated in it. (2) It was urged that, if the parol agreement was not part of the consideration for the deed, it was, within the meaning of sub-section 3 of section 10 of the Bills of Sale Act, 1878, a "defeazance or condition" not contained in the body of the bill of sale, and that it ought, therefore, to have been set forth in the copy filed on the registration as part thereof. It was contended that it was in effect, a "defeazance or condition," making the bill of sale void as against a trustee in bankruptcy or an execution creditor of the grantors. (3) It appeared that the father and the son had formerly carried on business in partnership together, but that at the date of the execution of the bill of sale the partnership had been dissolved, and the business was being carried on by the father alone, the son acting as his clerk or agent. The goods comprised in the deed were the property of the father alone. The Court of Appeal (Jessel, M.R., and Lindley and Bowen, L.JJ.) overruled the objections, and held that the bill of sale was valid. Jessel, M.R., said that the Act was, of course, intended to provide that reasonable information should be given to those who dealt with persons who had given bills of sale, but it must not be made a mere trap for those who lent money on the security of bills of sale. It was the duty of the judge to construe the Act fairly, but, on the other hand, he must not adopt a literal construction where it would lead to a manifest absurdity. The agreement not to register the bill of sale was a collateral agreement. The consideration for the bill of sale was the £242 which the grantors got for giving it. The motive for paying the additional bonus was not part of the consideration for the deed. The agreement to pay it was a mere collateral agreement. If it had been mentioned at all in the deed it must have been inserted as a covenant to pay the additional bonus, and it might as well be argued that every covenant in the deed was part of the consideration for it. Was the parol agreement then "defeazance"? A defeazance was something which defeated a deed, and was contained in another document. If it was contained in the deed itself it was a condition. In the present case the agreement was not contained in any other document; it was a mere parol agreement. A condition was something contained in a deed which defeated or qualified an estate given by it. The agreement in the present case was not intended to defeat or qualify the estate as against the grantors. It was intended for the protection of the borrowers' credit, not for the protection of their creditors. It was an incident of the Act that it would, in certain events, defeat the bill of sale. It would have been entirely contrary to the intention of the parties to insert it in the bill of sale. The agreement was a collateral one, and was not within the plain words of the Act or their fair meaning. Then it was said that the son was not properly described as a mantle manufacturer. The first question was whether it was a material misdescription. The father was the liquidating debtor, and the deed must be void (if at all) as against his trustee. It was the father who really gave the bill of sale. The son joined in the deed, but the property did not belong to him, and he had nothing to give. The Act meant that the bill of sale must be registered *quoad* the person whose credit would be affected. The joinder of a person who had no interest, and who had nothing to assign, was mere surplusage. Then it was said that the description of the father was not accurate, because he was described as a partner with his son. But all that the Act required to be stated was the residence and occupation of the giver of the bill of sale. Was the occupation of the father the less truly described because the deed went on to say that he was in partnership with the son? His lordship thought not. These words were mere surplusage. They were not in any way misleading. If they were, it might be necessary to consider whether they could in any way cut down the previous description. His lordship thought that the father's occupation was sufficiently described, and that it would be straining the Act to hold that the additional words rendered the description untrue. Lindley, L.J., said that £242 was the sum advanced by the grantee to the grantors, and that sum in ordinary parlance was called, and was rightly called, the consideration for the deed. It would be straining the words of the Act to say that the parol agreement was part of the consideration. It was part of the bargain which resulted in the consideration, but not part of the consideration itself. It was obviously not a defeazance. Nor was it a condition. The Act did not require that a bill of sale should state every part of

the bargain between the parties, and this was a mere collateral agreement. As to the alleged misdescription, the son was not the liquidating debtor. Sections 8 and 10 of the Act must be construed together, and the residence and occupation which the Act required to be stated were those of the bankrupt or execution debtor against whose trustee or execution creditor the bill of sale was to be void, and not of someone else. Here the residence and occupation of the father were truly stated. The additional statement that he was carrying on business in partnership with the son did not make the prior description incorrect. It was mere surplusage which was not shown to be misleading or to have misled. Of course it was possible that there might be surplus words which would be misleading. BOWEN, L.J., concurred.—SOLICITORS, *F. Venn & Co.; D. Warde.*

EXECUTION—WRONGFUL SEIZURE—DIRECTION BY SOLICITOR OF EXECUTION CREDITOR TO SHERIFF—EXTENT OF SOLICITOR'S AUTHORITY—LIABILITY OF EXECUTION CREDITOR.—In a case of *Smith* v. *Keal*, before the Court of Appeal on the 14th inst., a question arose as to the extent of the authority of the solicitor of an execution creditor in directing the sheriff as to the seizure under the writ. The action was brought to recover damages for a wrongful seizure of goods. The plaintiff was not the execution debtor, but had been in partnership with him. The partnership had been dissolved before the issue of the writ. After the writ had been indorsed by the creditor's solicitors, and delivered to the sheriff, the sheriff's officer had some doubt whether the goods which he was about to seize at the former place of business of the partnership were partnership goods, and he consulted the creditor's solicitors. Their managing clerk informed the officer that they had reason to believe that the debtor had an interest in the business, and that he had better seize the goods. The officer accordingly seized the goods. It turned out that they belonged solely to the continuing partner, and he brought an action against the execution creditor, claiming damages for the wrongful seizure. The question was whether the direction given to the sheriff's officer by the solicitors' clerk was within the scope of the authority of the solicitors, so that the execution creditor was responsible for the seizure which resulted from it. Pollock, B., held that the direction was not within the scope of the solicitors' authority, so that the execution creditor was not liable, and this decision was upheld by a divisional court, consisting of Pollock, B., Manisty, J., and Stephen, J., the latter learned judge dissenting from the other two. The decision was affirmed by the Court of Appeal (JESSEL, M.R., and LINDLEY, L.J.) JESSEL, M.R., said that he thought the doctrine *respondeat superior* had been carried quite far enough in our law, and it ought not to be extended. It was no part of the duty of the solicitor of an execution creditor to interfere with the duty of the sheriff in levying under the writ. The duty of the sheriff was to levy on the goods of the execution debtor, and he was responsible for finding out these goods. If the solicitor directed him to seize the goods of another person he was answerable like anyone else who directed a trespass to be committed. The sheriff himself was liable if he committed a trespass, and anyone who joined in the trespass was equally liable. In the absence of authority his lordship was of opinion that it was no part of the solicitor's duty to interfere with the sheriff's duty in levying under the writ by giving him directions as to the particular goods which he was to seize, and his lordship was aware of no authority to the contrary. The case of *Jarmain* v. *Hooper* (6 Man. & G. 827) had been relied on. It was a decision of the Court of Common Pleas *in Banc* and was not technically binding on the Court of Appeal. But it was decided so long ago as 1843; it had been frequently acted on, had never been questioned since, and had found its way into all the text-books, and the Court of Appeal would not now review it, even if it thought that it had been wrongly decided. The mere fact of the age of a decision would not protect it from review if it was contrary to a general principle of law. But the question of the scope of a solicitor's authority did not depend on general law, but depended, to a great extent, on usage, and the solemn decision of a court established the scope of the authority if it had not been previously established by usage, and the Court of Appeal would not disturb such a decision when it had been acted on for many years. But in *Jarmain* v. *Hooper* the solicitor of an execution creditor had indorsed the writ with a wrong address of the execution debtor, and the court held that this amounted to a direction to the sheriff to seize the goods of another person. The sheriff was misled by the direction and acted in obedience to it, and seized the goods of a wrong person. The direction to the sheriff was indorsed by the solicitor on the writ, and the question was whether the client was bound by it. And the court held that the direction was within the scope of the solicitor's authority, and therefore bound his principal. They said that the solicitor in giving the direction was taking a step essential for the benefit of the client in obtaining the fruits of his judgment, and, therefore, he could not be said to have acted beyond the scope of his authority, though he had miscarried. It would be wrong to extend that decision to the case of a solicitor who either himself or by his clerk gave a verbal direction to the sheriff subsequently to the filling up and indorsing of the writ. Such a direction was not a step essential for the benefit of the client, and was not within the scope of the solicitor's authority. The person whose goods were wrongly seized by reason of such a verbal direction had his remedy by action against the sheriff and the solicitor, and that was a sufficient remedy without making another unfortunate person liable. LINDLEY, L.J., said that it was the duty of the execution creditor's solicitor to fill up the indorsement on the writ properly, and if he make a mistake in doing that, his client was liable. That was the effect of *Jarmain* v. *Hooper*, and his lordship was prepared to stand by that decision and to act on it. The court was now asked to extend it, and to say that the client was responsible for what the sheriff did, in consequence of verbal directions or advice given to him by the solicitor, or his clerk, as to the way in which he was to execute the writ. That was beyond the scope of the solicitor's authority. The person who was wronged had his remedy against all the wrongdoers, including the solicitor, and his lordship could not see why he should also have a remedy against the innocent execution creditor. The solicitor was not the agent of the execution creditor to tell the sheriff how he was to discharge his duty. There was no reason in principle for thus extending *Jarmain* v. *Hooper*, and it would be pernicious to do so.—SOLICITORS, *R. G. Lawson*, Manchester; *Hare & Co.*

CONTRACT—INSOLVENCY—REPUDIATION—ACTION BY COMPANY IN LIQUIDATION— SET-OFF — "MUTUAL CREDIT"—RULE IN BANKRUPTCY — BANKRUPTCY ACT, 1869, S. 39—JUDICATURE ACT, 1875, S. 10.—In a case of *The Mersey Steel and Iron Company* v. *Naylor*, before the Court of Appeal on the 13th inst., a question arose as to the right of one party to a contract to repudiate it in the event of the insolvency of the other, and there was the further question whether, by virtue of section 10 of the Judicature Act, 1875, the "mutual credit" clause (section 39) of the Bankruptcy Act, 1869, applies where an action is brought by a company in liquidation. The plaintiff company was in liquidation when the action was brought by leave of the court to recover money for steel supplied to the defendants. The defendants claimed to set off damages for non-deliveries. The contract was dated in December, 1880, and was for 5,000 tons of Bessemer steel blooms, at £5 10s. per ton f.o.b. at Liverpool, delivery 1,000 tons monthly, commencing January, 1881; payment net cash within three days after receipt of shipping documents. On the 31st of January, and on each of the first five days of February, certain quantities of blooms were shipped, but the exact amount was disputed. The defendants had paid £881 13s. 2d., and admitted that more was due, but said that they had a right to set off as much. The plaintiffs claimed £1,713 0s. 9d. The defendants alleged that the plaintiffs had first broken the contract by failing to deliver 1,000 tons in January, and they counter-claimed for £2,500 damages. The winding-up petition against the company was presented on the 4th of February, and a compulsory winding-up order was made on the 15th. In answer to the defendants' counter-claim, the plaintiffs pleaded that the matters upon which the counter-claim rested arose after the presentation of the winding-up petition, and that the defendants had not obtained leave, as they ought to have done, to entitle them to make their claim. To this the defendants demurred. At the trial the jury were discharged by consent, and the case was reserved for further consideration before Lord Coleridge, C.J., who decided in favour of the plaintiffs, being of opinion that the defendants had themselves repudiated the contract and had justified the plaintiffs in refusing further deliveries. The defendants appealed and it was contended on their behalf that under section 10 of the Judicature Act, 1875, they were entitled, although the plaintiffs were in liquidation, to set off their claim for damages. For the respondents it was urged that this would be making the appellants preferred creditors, and that such a result was not intended by the Legislature. The court (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.) allowed the appeal. JESSEL, M.R., said that the first question was, what rule was to prevail as to getting rid of a liability to further performance of a contract in regard to the acts or defaults of one party to it? If one party broke the contract, was the other bound to perform it on his part? There was no absolute rule that could be laid down in so many words as to when a breach by one party exonerated the other. The rule of law was properly stated by Lord Coleridge in *Freeth* v. *Burr* (22 W. R. 370, L. R. 9 C. P. 208) thus: "The true question is whether the acts and conduct of the party evince an intention no longer to be bound by the contract." The nature of the breach must be considered and the circumstances. In some cases there might be an express declaration, but more commonly the intention had to be inferred. The notion which Lord Bramwell seemed to have expressed in *Honck* v. *Muller* (29 W. R. 830, L. R. 7 Q. B. D. 92), that there was a distinction between the case where there had been part performance of the contract and where there had not, was not correct. In the present case, was there anything to show that the buyers were not ready to pay, or had any intention to repudiate the contract? The evidence pointed the other way. A payment was due on the 5th of February, but the buyers had heard of the winding-up petition, and their solicitor advised them that they could not, under the circumstances, safely pay the company. That advice was communicated to the company. It was wrong, but even the most skilled advisers might sometimes make a mistake. Then terms were proposed to the liquidator which showed that there was no desire on the part of the buyers to break the contract. Subject, therefore, to the question as to the winding up, the defendants ought to succeed. The second point was, having regard to the fact that the plaintiff company was in liquidation, whether the defendants were entitled to the set-off. The court was bound to put a meaning upon the words of the Legislature and to attach a rational and beneficial meaning rather than an irrational and injurious one. Irrespective of the winding up, there could be no question but that the right to set-off ought to be supported. But had the company a right by reason of the winding up to claim payment in full, and to leave the buyers to prove for damages? Under the Companies Act, 1862, it could not be said that the right of set-off was given. The Legislature had not inserted in that Act the "mutual credit" section of the Bankruptcy Act; but by section 25 of the Judicature Act of 1873, and section 10 of the Act of 1875, the Legislature had intended to alter and improve the law. Originally it was intended to unite the Court of Bankruptcy with the Supreme Court, and his lordship had still hopes of seeing that union carried out by the Legislature. However, by the Act of 1875 it was not done. But an alteration was made as to the liabilities which could be proved in a winding up, and as to the manner of doing so. The rule as to the mode of proof was to be the same as in bankruptcy. An account, in fact, was to be taken on both sides, and if anything was due after the proper deductions had been made from the claimant's claim, the balance was to be proved for, so that the rule was to be the same in a winding up as in administration and in bankruptcy. If the claim in this

case had been made in the winding up, there would have been a deduction from the claim for damages. It would have been difficult to say what was the effect of ord. 19, r. 3, if it had not been for section 10, because in those rules one did not expect to find any alteration of the law, but only alterations in the mode of asserting rights. The meaning of section 10 was that the same mode of taking the accounts should apply in every kind of procedure. The same equity was to prevail. Therefore, fairly applying the Acts and Rules, and allowing justice to be done, judgment must be given for the appellants. LINDLEY and BOWEN, L.JJ., concurred.—SOLICITORS, *G. M. Clements; W. W. Wynne.*

NEGOTIABLE INSTRUMENT—BOND PAYABLE TO BEARER—THEFT—HOLDER FOR VALUE WITHOUT NOTICE—PRIOR ADVANCE—GENERAL CHARGE—CONSTRUCTION.—In a case of *Symons* v. *Mulkern*, before Fry, J., on the 13th inst., the question arose whether where a negotiable instrument (a foreign bond payable to bearer) has been stolen, and has been deposited by a holder with his bankers, who have received it *bonâ fide* without any notice of the theft, they can retain it as against the true owner, claiming a lien upon it for advances previously made by them to their customer, they having made no advance to him at the time of the deposit. The action was brought by the owner of a bond of the French Government, payable to bearer, against a bank with whom the bond had been deposited by a customer (who had, in fact, obtained the bond dishonestly, though the bank were not aware of this) in order that they might sell it on his account. They attempted to sell it, but, before it could be sold, the theft was discovered. The customer was at the time of the deposit indebted to the bank in respect of advances which they had made to him, some of which were secured by promissory notes signed by him. On the back of each promissory note was a charge signed by the customer in the following terms:—"I hereby charge all my property now mortgaged to the B. Building Society, and all and every other property, shares, or securities which now are, or which may be at any time prior to the payment of this note, in the possession or power of the holder thereof for the time being, with the payment of this promissory note." The bank claimed under this charge to retain the bond as security for what was due to them on the promissory notes, and they also claimed to retain it under their general bankers' lien. FRY, J., held that the bond must be delivered up to the true owner. He said that, as no advance was made by the bank at the time when the bond was deposited with them, they were not holders of it for value. Nor was it within the words of the written charge. The charge was on the customer's property, and this bond was not his property. The language, though very general, must be limited to securities belonging to the customer which were in the possession or power of the bank. This bond was received by the bank for the particular purpose of selling it; they had a special mandate to sell it, for which they gave no consideration. The mandate might have been recalled at any moment by the customer. Again, the possession of or power over the bond given to the bank was inconsistent with the assertion by them of any lien on the bond itself. The mandate was to sell the bond; if the bank had a lien on the bond itself, they could have intercepted the sale. The possession or power referred to by the charge must be one not inconsistent with the assertion of a charge by the bank, and the possession which they had in this case was for a limited purpose only, and did not come within the ambit of the charge.—SOLICITORS, *Lewis & Lewis; Poncione & Leggatt.*

MARRIED WOMAN—BEQUEST TO SEPARATE USE—RESTRAINT ON ANTICIPATION—PAYMENT ON SEPARATE RECEIPT—INCOME-BEARING FUND.—In a case of *In re Clarke's Trusts*, before Fry, J., on the 15th inst., a question arose as to the payment or transfer to a married woman, on her separate receipt, of a share of residue of personal estate bequeathed to her for her separate use, without power of anticipation. A testator bequeathed to his wife an annuity of £40, and he directed his trustees and executors to provide for the same, either by setting apart a sufficient portion of the produce of his residuary personal estate for the purpose, or by purchasing an annuity from Government or an insurance company. The testator bequeathed some pecuniary legacies, and then he bequeathed the remainder of his personal estate to his two daughters, their executors and administrators, as tenants in common, so that the same might be enjoyed by the two daughters during any and every coverture as separate property, free from marital control and without power of anticipation. And the testator appointed three persons as trustees and executors of his will. After his death the executors paid his debts, funeral, and testamentary expenses, and the pecuniary legacies, and purchased an annuity of £40 for the widow. The residue of the personal estate then consisted of a sum in Consols, a sum of railway stock, and a sum of cash. One of the daughters was married, and the question arose whether her moiety of the residue could be paid and transferred to her on her separate receipt. The trustees transferred into court a moiety of the Consols, and they sold the railway stock and paid into court a moiety of the proceeds of sale, and a moiety of the cash. The daughter petitioned for the transfer of the Consols to her, and the payment of the two sums of cash to her on her separate receipt. The husband assented to the application. FRY, J., held that the petitioner was entitled to have the original sum of cash paid out to her on her separate receipt. But as to the sum of Consols and the proceeds of the sale of the railway stock, he held that, as they were income-producing funds, the principle of *In re Ellis's Trusts* (22 W. R. 448, L. R. 17 Eq. 409) applied, and the petitioner was only entitled to the income for her life, subject to the restraint on anticipation. His lordship was of opinion, on the construction of the will, that there was no obligation on the executors to convert the whole personal estate into money; their only duty was to convert it to the extent only which might be necessary to provide for the annuity, but not further.—SOLICITORS, *James, Son, & James; Cookson, Wainwright, & Pennington.*

LOCAL BOARD—INCORPORATION OF DISTRICT—VESTING OF PROPERTY—GOVERNMENT STOCK—TRANSFER—BANK OF ENGLAND—PUBLIC HEALTH ACT, 1875, s. 310.—In a case of *The Corporation of Hyde* v. *The Bank of England*, before Fry, J., on the 12th inst., a question arose upon the construction of section 310 of the Public Health Act, 1875, which provides that where, after the passing of the Act, a district under the jurisdiction of a local board is constituted or included in a borough, "all the powers, rights, duties, capacities, liabilities, obligations, and property exercisable by, attaching to, or vested in such local board under this Act, or under any local Act for purposes the same as, or similar to, those of this Act, or under any general Act of Parliament within, or for the benefit of, such district, shall pass to, and be exercisable by, and vested in the council of such borough." In February, 1881, a local board purchased a sum of Consols, which was registered in their corporate name in the books of the Bank of England. The purchase was made by the board in pursuance of section 234 (sub-section 4) of the Public Health Act, 1875, for the purpose of providing a fund to pay off money which they had previously borrowed for the purpose of private improvements which they were authorized to execute. After this purchase had been made the district of the board was incorporated under an order of the Queen in Council. After the incorporation the new corporation called on the Bank of England to register the sum of Consols in their corporate name, and to pay the dividends to them, and treat them in other respects as the owners of the stock. The bank declined to do this, and insisted that there must be a transfer of the stock, and that an order vesting the right to transfer must be obtained under the Trustee Act. This action was then brought by the corporation, claiming a declaration that they were entitled to the sum of stock, and to all the rights of registered stockholders in respect of it, and an order on the bank to register the plaintiffs in their books as entitled to the stock, and to pay them the dividends thereon. The bank demurred. FRY, J., held, on the construction of section 310, coupled with other sections of the Act, that the words, "the council of the borough," must be taken to mean the corporate body, which acted by means of their council, and that, upon the incorporation, the stock vested in the plaintiffs, without the necessity of any transfer, and that the bank were bound to register them as the owners.—SOLICITORS, *Sharpe, Parkers, & Co.; Freshfields & Williams.*

PRACTICE—SOLICITOR — DELIVERY OF BILL OF COSTS—PEREMPTORY ORDER—FURTHER TIME—ATTACHMENT.—In the case of *Re Tucker*, before Chitty, J., on the 8th inst., a motion was made to commit a solicitor for contempt of court for breach of an order to deliver his bill of costs. The order in question was obtained on the 22nd of February, 1882, and one application for further time having already been acceded to, on the 5th of April, 1882, a peremptory order was made on a second application, giving time until the 18th of April. The solicitor, on the 19th of April, applied a third time for further time, and this application having been adjourned to the judge a second peremptory order was made by Mr. Justice North, giving a fortnight's further time. On the 16th of May, 1882, a fourth application by the solicitor came before Mr. Justice Chitty, who declined to make any order except that the applicant should pay the costs of the application, an undertaking being given on behalf of the parties who had obtained the order not to move for an attachment until the 26th of May. CHITTY, J., said it was not the usual practice to extend a peremptory order. The course adopted by the Master of the Rolls in these cases, and followed by his lordship, was that when a peremptory order had been once made, and further time was desired, an order was made against the solicitor applying, who paid the costs of the application. In the present instance an order for attachment must issue, but the writ of attachment would, by the desire of the parties, lie in the office for three weeks.—SOLICITORS, *Bell, Brodrick, & Gray*, for *Bewes, Boger, & Hillard*, Stonehouse; *N. Bennett.*

COSTS—MOTION TO DISMISS FOR WANT OF PROSECUTION—ORDER TO DELIVER STATEMENT OF CLAIM—EXPIRATION OF TIME—ORD. 29, R. 1.—In a case before Chitty, J., on the 8th inst., a motion was made by the defendant, under ord. 29, r. 1, to dismiss the action with costs for want of prosecution. It appeared that the plaintiff's statement of claim had been struck out by the judge in chambers, liberty at the same time being given to him to deliver a new statement within fourteen days. The plaintiff, shortly after the expiration of that time, delivered his statement, but was thereupon served with notice of the present motion. CHITTY, J., said that the defendant seemed to have shown sharp practice. This was not to be encouraged. There would be no order on the motion except as to costs. He would give the defendant the option of either having no costs or of having the costs made costs in the action. The defendant chose the latter alternative, and the plaintiff's statement of claim was directed to be treated as having been duly delivered upon an order for extension of time.

LIMITED COMPANY—PETITION FOR REDUCTION OF CAPITAL—CANCELLATION OF PAID-UP CAPITAL—COMPANIES ACT, 1862, GENERAL ORDERS, R. 20—COMPANIES ACT, 1877, s. 4.—In the case of *The North Mills Spinning Company (Limited)*, before Chitty, J., on the 9th inst., an order which was made upon petition for the reduction of the capital of the company by cancelling paid-up capital, which had been lost or was unrepresented by available assets, contained, as drawn up, a direction that notice of the registration of the order and minute of the schedule thereto should be advertised once in the *London Gazette* and once in a local paper. This was mentioned to the court, and it was submitted that the order should have omitted the direction as to notice

by advertisement, as the reduction of the capital of the company did not, within the Companies Act, 1877, s. 4, involve either the diminution of any liability in respect of unpaid capital or the payment to any shareholder of any paid-up capital. CHITTY, J., after consulting with the registrar, stated that it was not the custom to omit the direction unless the court had assented to do so when the matter was at the bar. The direction would be dispensed with in the present instance.—SOLICITOR, *Greaves*.

PRACTICE—COSTS—TAXATION—COSTS OF REFERENCE — SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 37.—In a case of *In re Upperton*, before Chitty, J., on the 8th inst., a motion was made for special directions as to the taxation and payment of the costs of a reference to taxation of a bill of costs due from one E. Brailsford, directed to be taxed under an order taken out by the solicitors themselves. The order in question was the usual one under 6 & 7 Vict. c. 73, s. 37, containing (*inter alia*) the direction, "In case the said E. Brailsford shall attend upon such taxation, that if such bill, when taxed, be less by a sixth part than the said bill as delivered, the said master do tax the said E. Brailsford his costs of such reference, and if such bill, when taxed, shall not be less by a sixth part than the said bill as delivered, the said master do tax the petitioner his costs of such reference." E. Brailsford, although served with notice, did not attend the taxation, either in person or by his solicitor, but wrote several long letters to the taxing master. The sum taxed off did not exceed one-sixth part, but the taxing master declined to tax the costs of the reference, on the ground that E. Brailsford had not attended personally. The 37th section of the Act enacts that, "in case any such reference shall be made upon the application of the party chargeable with such bill, or upon the application of such solicitor," &c., "and the party chargeable shall attend upon such taxation," the costs of such reference shall be paid according to the event of such taxation, "that is to say, if such bill when taxed shall be less by a sixth part," &c., "then the solicitor shall pay such costs, and if such bill when taxed shall not be less by a sixth part, &c., then the party chargeable with such bill making such application, or so attending, shall pay such costs." CHITTY, J., said that there had not been an attendance within the statute and the order based on the statute, and the sole question was upon the construction of an order which his lordship was not in a position to alter. The condition in the order appeared to govern both the alternatives which followed, and the taxing master would, therefore, have been wrong had he allowed the costs of the reference when the condition of attendance of the person chargeable had not been fulfilled. The result was that solicitors proceeding under such an order (which was quite in accordance with the Act) must, if the party chargeable did not attend, be content to have their bills taxed, and themselves pay the costs of the reference.—SOLICITORS, *Baker; Folder & Upperton*.

SOCIETIES.

INCORPORATED LAW SOCIETY.

A special general meeting of the members of this society was held at their hall, Chancery-lane, on Friday, the 9th inst. Mr. C. C. Druce, president, took the chair, and upwards of 200 gentlemen were present.

The meeting was convened for the purpose of considering whether any further action should be taken by the society in the cases of *The Law Society* v. *Waterlow Brothers & Layton* and *The Law Society* v. *Shaw & Blake*, which, as our readers will remember, were actions brought against the firms referred to to recover penalties on the ground that they had acted as solicitors, contrary to section 26 of the Solicitors Act, 1860. These actions were tried in May, 1881, before Mr. Justice Grove, the jury being discharged in each case by consent; judgment was entered for the society, and execution stayed, it having been arranged that, in view of an appeal, a statement of facts should be handed to the judge to be appended to his notes. The appeals were heard in February last, the court holding that the defendants did act with respect to a proceeding in the Court of Probate, but that they did not contravene the provisions of the statute, for that they did not act as proctors in their own names, or in the name of any other person; this judgment being based upon the view taken by the court, that the law stationers charged the solicitors a messenger's fee only for the time occupied in attending at the Probate Registry, and that, therefore, what had been done did not come within the restrictions of the Act. The council had since taken counsel's opinion as to the advisability of carrying the case to the House of Lords, from which the following is an extract:—

"We consider that the judgment of the Court of Appeal reduces the question to one point—viz., whether, in doing what they did, the defendants acted as proctors. If they did not act as proctors, we consider that it might, on the same principle, be held that in attending summonses at chambers, they would not act as solicitors. We are still of opinion that the relation of master and servant must subsist between a clerk and a solicitor in order to enable the former to be the *alter ego* of the latter for the purpose of the solicitor's acts, and, having regard to the importance of the principle at issue, we advise an appeal, and think there is a very fair prospect of success."

The circular convening the meeting stated that the council, acting on this opinion, had taken the necessary steps towards appealing to the House of Lords, but before proceeding further they thought it right to take the opinion of the general body of the members on the subject.

The PRESIDENT said: Gentlemen, this is the second special general meeting we have had this year, being the commencement of a new *régime*. The present meeting is convened, as you will have learned from the circular, to consider the course we are to pursue in the actions we have brought against Messrs. Waterlow and Messrs. Shaw & Blake, by reason of their transacting, through their clerks, that which we have been advised is solicitors' business. Whether we were rightly advised or not is hardly for me to say. The judge of the first court, Mr. Justice Grove, decided in our favour, and the matter then went up to the Court of Appeal, and the Lords Justices decided the other way. Before carrying these proceedings to the House of Lords, as the council feel that they themselves, following the example of the judges, were not entirely unanimous in the matter, we thought we ought to take the feeling of our constituents as to the expediency and wisdom of bringing these appeals before the highest tribunal. In this case, as in all others, if we were assured of success we would undoubtedly go on—not only that we might succeed, but also for the purpose of vindicating a principle of great importance and weight. On the other hand, we might fail. I do not wish myself, in the position I occupy, to influence the meeting at all, and I think the most convenient mode of starting the discussion will be that some member should make a motion on the subject. Mr. Keen will probably move that the appeals be proceeded with.

Mr. GRINHAM KEEN.—It will simplify matters if I at once make the motion that we proceed with our appeal.

Mr. BROMLEY.—Would it not be desirable that we should have some explanation more in detail as to the present proceedings in this litigation?

Mr. KEEN.—The case has been fully reported. The action is against law stationers for applying for grants at the Probate Office—in fact, acting as proctors and solicitors, and action has been taken by the council, as the circular shows. The names of the counsel are Sir Hardinge Giffard, Mr. Reid, and Mr. Fitzgerald.

Mr. BROMLEY.—Is the opinion in writing?

Mr. KEEN.—Yes. It is quoted in your circular.

Mr. FINCH.—Is the case before the meeting?

Mr. KEEN said it had been before the members in three annual reports. Those members who had taken an interest in the proceedings of the council had watched it for the last three years. The council had reported it most fully. He proposed that the society should go on with the appeal for the following reasons:—The first reason was that the Probate Office was an office of the High Court of Justice as well as the Queen's Bench Office or Chancery Offices. It was an office of the High Court of Justice. The work to be done there in applying for grants and letters of administration was not a messenger's work. It was a clerk's work, or a proctor's work. They all knew in their practice that in going to Somerset House and applying for grant and letters of administration they must be able to answer the objections of the clerk of the seat, and satisfy his queries, and it depended upon the way in which this was done as to whether the business in hand was put forward or retarded. Therefore it was not a messenger's work, but that of a principal or a clerk. If the decision which had been given held good, then a messenger could practise in chambers in the High Court, and could argue a summons before the judge at chambers. They might even send a commissionaire out of the streets to argue a summons in chambers. He had always understood that a solicitor had the sole right to practise in the High Court, and that barristers had the sole right of audience, but if that was not the case the *alter ego* of the solicitor might be anybody; *ergo*, the solicitor had no longer the right to practise. Lord Justice Brett, of whose judgment he wished to speak with the greatest respect, was not quite consequent in the remarks he made. He said, in the first instance, that it was a messenger's work, but in the latter part of his judgment he said that if this messenger did the business to the satisfaction of the authorities, that seemed to be everything, and nobody could complain. But the Somerset House people complained to the council. The council had heaps of letters. They, so to speak, had put the council in motion. Therefore, it was either a messenger, or a clerk, or a principal that ought to go. If a messenger, how could it be a question of whether he did the business properly or improperly? That, he (Mr. Keen) ventured to say, was the inconsequent part of the decision. It was no messenger's work, it was a clerk's work or a principal's. It is the solicitor's part to practise in the High Court, and take the proceedings, and it is the barrister's part to speak. If this state of things were altered, it would be a most dangerous result for the profession, and for the public. The matter seemed to him in a nutshell. If it was a proceeding in the High Court of Justice, then it was a solicitor's business to take that proceeding. Could his *alter ego* be the servant of a thousand masters? He (Mr. Keen) said most emphatically, "No." This question of law stationers was a most serious one. He had received a letter from a gentleman, not long since, asking him to give an appointment to his law stationer, in order that he might attend at his (Mr. Keen's) office, and compare an abstract of title with the deeds. He ventured to bring before them the extreme danger of shilly-shallying as to whether they should go on with the appeals. He hoped they would, and therefore moved that the society do prosecute this appeal to the House of Lords.

Mr. OSBALDESTON seconded the motion.

Mr. PAINE (vice-president) thought it right to state to the meeting that there were two sides to the question, especially as it did not touch a very large proportion of the profession at all. He was not a London agent or a country solicitor, but it touched a London agent one way, and a country solicitor, who chose to resort to the practice complained of, another, and if there were any culpability it was on the part of the country solicitor, and not the law stationer against whom they were proceeding. He wished the members of the society to be aware that there were serious difficulties. They had the unanimous opinion of the Court of Appeal, composed of three learned judges, which was given right off. It seemed to him, by the admissions which their counsel had, no doubt, properly made, that the judges could not come to any other conclusion. They rightly held that the stationer was a clerk to the solicitor. All the proceedings were taken in the solicitor's name, and with the greatest possible deference to the very eminent counsel they had consulted, the chances were very much against their succeeding on the appeal. If they did not succeed, twelve months hence they would have spent £1,500, and be just where they were at present. As one of the trustees of the members' interests, he thought it his duty to bring this before them.

Mr. FINCH entirely agreed with the general observations of Mr. Keen. They were met to consider a proceeding which involved the outlay of a considerable sum of money, and he thought they should consider whether they were likely to succeed in the appeal. They had the unanimous opinion of the Court of Appeal, and he thought it was a good decision, and had not heard anything to bring him to the conclusion that it was not. The two cases presented to the Court of Appeal involved very distinct propositions. First, they embraced the action of country solicitors employing London law stationers to do certain work; and, secondly, they involved the action of London solicitors employing law stationers to do work, which were very distinct questions. A further point was whether the work done was or was not a proceeding under the Act. The judges were unanimous in saying it was a proceeding in a court. That being so, the inference was—and the judges referred to t—that the country solicitors were dearred from employing any but London solicitors to do that which their London agents could do. That seemed a fair decision. The other point was as to whether or not the law stationers employed were acting as proctors. He could not see how anyone, looking at it in the light of common sense, could for a moment doubt that the law stationer employed by a solicitor, the solicitor's name being upon the papers, was acting simply as an agent or clerk, and would go back to the solicitor for further information. The law stationer so acting in the mere administration of mechanical functions—

Mr. KEEN.—Not mechanical.

Mr. FINCH.—They are so stated in the decision; I am merely quoting.

Mr. KEEN.—The decision is wrong.

Mr. FINCH could not see what the solicitors had to complain of in that respect. He was not a London agent and, therefore, perhaps, did not take that degree of interest or exhibit that degree of prejudice which might otherwise be the case; but if he had been he did not see what they had to complain of. The country solicitors, with this decision before them, surely would no longer go on employing law stationers in this way. The judges had hinted at the fact that a country solicitor may be liable to a penalty if he does; and after such a rule had been laid down for their guidance would they set it at naught? He did not believe it, and, until they did, he would not believe it; and if they did, instead of going against the law stationer, the society should go against the country solicitor. He thought it a serious thing for the society to take a case from the Court of Appeal to the House of Lords. He had not seen anything to induce him to think that the decision would be reversed. Here was an opinion quoted in the circular:—"We consider that the judgment of the Court of Appeal reduces the question to one point—viz., whether in doing what they did the defendants acted as proctors." He asked how any of them, after reading that, thought they could persuade the House of Lords to declare that the law stationers were acting as proctors in doing this work? Then the opinion continued—"If they did not act as proctors, we consider that it might, on the same principle, be held that in attending summonses at chambers they would not act as solicitors." Anything more far-fetched and fallacious than an allusion to the attendance at chambers he did not know. Attendances at chambers were for the purpose of doing only that which a skilled person could do. They did not send a commissionaire to argue the summonses at chambers, but if they wanted to send one to Somerset House with their papers why should they be debarred from doing it? Then the opinion said:—"We are still of opinion that the relation of master and servant must subsist between a clerk and a solicitor in order to enable the former to be the *alter ego* of the latter for the purpose of the solicitor's acts." He felt quite sure that everybody in the room, when his business was pressing, must have sent out to a law stationer, and have said, "Send me an extra hand or two," and was not he, for the time, a clerk to the solicitor? The stationer charges the time of the man, and the solicitor made out his bill to his client and charged for his time as a clerk. He had been a little misled in the matter. He had read the statements in the annual reports, which he had no doubt were conscientiously and fairly given, and no doubt his want of intelligence had misled him. In the report for 1880 he found this statement:—"In the last annual report, the council adverted to the irregular practice of employing law stationers to transact non-contentious business in the Probate Division of the High Court, for and in the name of solicitors, on terms of remuneration or agency." Of course, if the law stationer was remunerated as an agent that was a serious matter; but they had it on the case before the Court of Appeal that there was nothing of the kind. The law stationer did not charge agency, but merely a small fee in remuneration for the time that he had been employed. But they were not there to discuss the *morale* of the thing or the general conduct of law stationers. They must keep their minds close to the case before them, and reading the judgment and the case, and seeing that the facts were not in dispute, he had a very strong impression that the House of Lords would not reverse the judgment, and what were the society going to get for it? He, for one, did not wish to be debarred from sending a law stationer to Somerset House, or even a commissionaire, and if the country solicitors were doing that which was a just matter of complaint according to the decision, they were probably liable to a penalty, and, if that was so, let them be proceeded against. The law stationer was not the proper party to be attacked.

Mr. BROMLEY could not help wishing that the council had kindly taken the members into their confidence before commencing this action, which was a grave step to take. They ought to have set out carefully the strongest cases that could be instanced, or waited for stronger cases, if necessary, before they instituted proceedings. He was sure, however, that the council had not acted without consideration. They had instituted the proceedings, and they had been prosecuted to a certain point, and it was now a distinct question whether they should not follow the proceedings to the House of Lords. The council were asking the members for an indemnity for the past and for their sanction for the steps to be taken in the future. He thought it wise that the proceedings should not be abandoned, but that they should be carried to the highest Court of Appeal. Mr. Keen had spoken of law stationers attending summonses. Such cases would have strengthened the matter very much, but here, unfortunately, it was confined to the action of certain law stationers who were, in the first instance, set in motion by the country solicitors, and it was, at least, a debateable question whether the acts complained of were not merely ministerial acts that could be done by any messenger or agent. He thought they would lose ground morally if they failed in these actions, and they had better follow counsel's advice and carry them to the House of Lords.

Mr. H. H. RICHARDSON suggested that they should accept the decision of the Court of Appeal and go to Parliament and obtain an Act for preventing the injury complained of. As the society's balance-sheet, recently put into the hands of the members, showed that the balance at the bankers was reduced from what it was last year, he thought they should have a special fund for the purpose of proceeding, should the meeting arrive at the determination to carry on the appeal. It would not be fair that the general body of the members should be taxed for the special behoof of the proctors. He thought those gentlemen had brought it upon themselves by their own misconduct. They charged country solicitors for work which they did not do, and wanted to share in the fees for affidavits which they never drew.

Mr. OSBALDESTON observed that if the society went to the Legislature as suggested, for an Act of Parliament, they would be met with the inquiry, "Why haven't you been to the House of Lords?"

Mr. PRITCHARD, as a member of an old proctorial firm, denied that the proctors acted as had been stated. He had never, in all his experience, known a proctor to charge for work which had not been done by him. It appeared to him that none of the speakers had touched upon the main subject. If they permitted the judgment to stand as it was at present, they would be letting in the thin end of the wedge, and they would be having the unqualified persons trying how far they could go, and thus bringing upon them an amount of litigation which they would not be able to prevent. If Mr. Finch had proved his case that a solicitor, if he pleased, could say to a law stationer, "Do this and do that," and the law stationer would become his clerk for the purpose of doing it, why could not he send up a law stationer to issue a writ? He would be his clerk for the time being. It was of the greatest importance to the profession at large that any attempt to interfere with the privilege solicitors possessed of practising in the courts should be stamped out.

Mr. E. LONGMORE (Hertford) thought there should be no question between the London and country solicitors. He very much regretted that there should be any solicitors so regardless of the interests of their profession as to put law stationers in a position to act in these matters. Country solicitors had a slight excuse that they saved their pockets, but that any London solicitor should act in this way was to him extraordinary. The great difficulty of the country solicitor at a great distance from the office was to obtain a knowledge of the correct form of practice, and a law stationer on the spot was better able to ascertain the proper form of affidavit and so on than a country solicitor many miles away. He believed that affidavits were frequently prepared by the law stationers and sent to the country solicitor to be sworn. The cases brought forward were not so strong as might have been procured, and he was inclined to think law stationers did much more than they admitted in their defence that they had done. It seemed to him perfectly clear that the relationship of master and servant must exist in order to enable an unqualified person to do the acts of the only person entitled to perform them under this Act. There was one argument of Sir Hardinge Giffard's that had not been adequately dealt with in the judgments, and that was that the country solicitor was not qualified at all to go into the Court of Probate, and surely if a law stationer acted in the Court of Probate for the country solicitors he acted in the names of persons not duly qualified to appear there. If this decision is law, there will be nothing to prevent country solicitors employing their law stationers to do all their London agents at present do for them.

Mr. TAYLOR remarked that if it was the opinion of the council that nothing whatever could be done by a solicitor except through his clerk, that was entirely opposed to the opinion he had always entertained, and if that was the only ground for the opinion they had formed it was one that could not meet with the approval of the meeting. If these solicitors were liable, whether country or not, the council should proceed against them; if they were not liable, then they could, by legislative enactment, be made liable, but it seemed to him they would be uselessly throwing away money to prosecute the appeal. Let them consider what the result would be when the decision of the Court of Appeal was confirmed, as undoubtedly it would be. Would not their position be then much worse? They had already gone a very expensive way to work in employing an outside solicitor instead of doing the work through their secretary.

Mr. H. H. BURNE, speaking as a country solicitor, could say for himself that he had never employed a law stationer to go to Somerset House for the purpose in question, or for residuary accounts, or for anything else. Country solicitors had every facility for sending such accounts as could be posted through the post. Their own clerks wrote the letters, and if the judge of the Probate Court, with the assistance of the Treasury, would give them the same facility for proving wills by correspondence as they possessed in the district registries, all this which was complained of would be at an end. Of course, in the cases referred to by Mr. Keen, where explanations were necessary, the clerk or the principal or the London agent must attend, but these cases were extremely rare. He believed it would be a perfectly foregone conclusion that the council would be beaten.

Mr. H. E. GRIBBLE thought that two questions were being mixed up. It was open to them individually to discuss whether they would be beaten or successful, but as a body they must rely upon the opinions of the eminent counsel they had consulted. It was certainly as much for the interest of the country as the London solicitors that this thin end of the wedge should be kept out, therefore he would decidedly vote for the council being guided by the opinion of their counsel.

Mr. WOODWARD supported the resolution. He thought they ought to do

their utmost to stamp out the encroachments of law stationers. A proposal had been made to him a few weeks since by a well-known West of England firm of solicitors that an equally well-known firm of law statieners should attend at his office to settle the transfer of a mortgage.

Mr. T. CLARKSON argued that if the solicitors could go and get this adventitious aid of law stationers, why not then that of accountants and the number of other people who were always anxious to do the work of solicitors without being properly qualified. There never was a time when there were so many attacks on the solicitors as the present, and it behoved the members to do all they could to put a stop to them. He had observed an advertisement in the *Times* of that day as follows:—"Lawyers' costs. A qualified gentleman of large experience is prepared, without payment, to investigate solicitors' bills of costs, whether paid or not, and to recover overcharges possibly given up by town or country clients as lost." It had been suggested that they would not succeed in their appeal. They should not allow themselves to be debarred from carrying it on for that reason. There were grounds for appealing, as they had been advised by their eminent counsel, and he thought it would be but the proper course, out of respect to that opinion, to proceed.

Mr. F. R. PARKER said this was not the time to discuss whether the council were right in entering upon the course they had adopted; the proper time for so doing was when the council had reported it year by year. He very much doubted whether it was wise to start it originally, but, having arrived at its present stage, he thought they would be both cowardly and foolish if they did not take the matter to the highest court. He agreed that they might be beaten, but that would not be any misfortune, for it would pave the way to further legislation if it be needed. This was about the most important litigation the society had ever started, and it ought never to be left as it was. It was of even greater importance to the country than to the London solicitors. He did not know if all those present were aware of the manner in which these stationers obtained their work. Certainly the country solicitors did employ them, but they did so at the instance of a very pressing messenger or traveller sent round by the law stationers, and he knew of a firm who actually employed a solicitor to travel in the country to obtain orders. Could a solicitor descend to a lower stage? He did not think he could, and he thought that he, as well as the law stationer, should be put down. If the decision of the Court of Appeal was right it amounted to this, that it was a licence to poachers to intrude upon the preserves of solicitors.

Mr. J. W. BUDD remarked that they were all agreed in one object, and that was by every reasonable means to put an end to the aggression of unauthorized persons upon the privileges of their profession. The sole question was whether it was desirable to prosecute this appeal as one of these means, and he was strongly of opinion that it was undesirable to do so. He was afraid that by their own admissions in the action they had put themselves out of court. The case had been very carefully considered by three able judges of appeal, who had given an unanimous and unhesitating opinion against them upon the particular point upon which they were asked to appeal. He thought it a very strong measure to appeal against an unanimous decision of that kind. It must also be borne in mind that the council were the guardians of the money of other people, and they had to consider whether the end justified the expenditure which would have to be incurred. He did not hesitate to say that there were a great many present who would never advise a client under similar circumstances to appeal, and he could not help thinking that they would be acting more wisely to wait until they found some more suitable occasion for prosecuting the end which they all had in view—namely, the prevention of aggression upon the profession—and this he did not think would be secured by prosecuting this appeal.

Mr. J. MOXON CLABON remarked that the simple result of the action would be that if they were beaten they would not be able next year to pay so much off their mortgage as would otherwise have been the case. The word "shame" had been mentioned; he thought it would be a shame if they stopped in the middle of this action. It would be no shame to be beaten.

Mr. JOSEPH DODDS, M.P., said that the council were by no means unanimous on this question, and therefore thought it desirable to take the opinion of the members. Mr. Parker had answered many of the observations which had been made with regard to the course adopted by the council, and especially the suggestion that they had come there for an act of indemnity. They had done nothing as a council that required an indemnity. As a country solicitor he might venture to express his own opinion. There were cases in the country where it was almost necessary that they should employ law stationers. (No, no.) He must adhere to his opinion. It was a practice which ought to be avoided in every case where it was possible, but there were cases in which the country solicitor should be allowed to exercise his discretion. But it was not a question whether they should attack the law stationer or the country solicitor, it was simply a question whether, as business men having entered upon a matter of this kind and taken the opinion of the Court of Appeal, they should rest content without having it finally settled as a question of law. He did not think there was one among them who would not say to a client in similar circumstances, "You may be beaten, the chances are that you will; but there is a very large stake in it, and you must have the matter settled by the final Court of Appeal." He ventured strongly to recommend that they should not stop where they were, but that they should obtain the decision of the final Court of Appeal, and then consider what course they should pursue.

Mr. SALAMAN contended that the issue was whether the solicitors, as a respectable body, should give way to the law stationers and touters of London. If so, let them relinquish the proceedings.

Mr. E. KIMBER said that it appeared to him that the question was one between monopolists and the outside public. The solicitors were the monopolists, and whilst they were so were entitled by every means in their power to prevent others from infringing that monopoly. He was not of opinion that they would succeed in their appeal, but he was of opinion that they ought to fight it. He should like to ask Mr. Dodds whether he thought the present House of Commons, or any other House of Commons, would be in favour of extending the monopoly of the solicitor profession? Every single committee that had sat in the Houses of Parliament upon any legal question at all had given most undoubted proof that they were of opinion that the monopoly should not be extended.

Mr. KEEN, in reply, observed that the council had taken the members fully into their confidence in 1879, and told them they were going to try the question, and the members all agreed to it. Everything was laid before counsel; the cases were most carefully selected, and everything done in the most careful manner possible. Since these actions had taken place the council had received a letter from Mr. Freshfield to the effect that a large business was being done in *distringas* by law stationers. That was what was coming, and therefore what he wished to say was that if they did not take actions in matters of this kind a blow would be struck at the usefulness of the society which could not be exaggerated.

The motion was then put and carried by an overwhelming majority, only six hands being held up against it.

SOLICITORS' BENEVOLENT ASSOCIA TION.

THE twenty-second anniversary festival of the Solicitors' Benevolent Association was held at the Star and Garter Hotel, Richmond, on Wednesday, Mr. FRANCIS THOMAS BIRCHAM presiding. About 100 guests sat down to dinner, amongst whom were the President of the Incorporated Law Society, U.K. (Mr. C. C. Druce), the President of the Hull Law Society, the President of the Cambridgeshire Law Society, the President of the Bury Law Society, Mr. John Pearson, Mr. Gordon Whitbread, Mr. Joseph Dodds, M.P., Mr. E. Waugh, M.P., Rev. J. G. Lloyd, M.A., Chairman of Board (Mr. P. Rickman), Deputy-Chairman of Board (Mr. H. T. Sankey), Mr. Arnold W. White, Mr. Samuel Bircham, Mr. H. Roscoe, Mr. Major Bircham, Mr. N. T. Lawrence, Mr. W. J. Farrer, Mr. E. J. Bristow, Mr. J. Mackrell, Mr. W. M. Walters, Mr. P. B. Brown, Mr. W. W. Woolnough, Mr. W. F. Blandy, Mr. G. Keen, Mr. F. T. Veley, Mr. T. W. Budd, Mr. T. H. Budd, Mr. S. Harris, Mr. E. W. Holt, Mr. E. Wason, Mr. H. Sowton, Mr. T. Skewes-Cox, Mr. C. Burt, Mr. H. J. Francis, Mr. H. C. J. Groves, Mr. G. E. Steward, Mr. F. W. Steward, Mr. R. Pennington, Mr. J. W. Russell, Mr. W. E. Shirley, Mr. J. C. Barnard, Mr. D. C. Taylor, Mr. N. Hanhart, Mr. A. R. Gillman, Mr. E. Low, Mr. H. Briggs, Mr. G. R. Dodd, Mr. H. F. Lawes, Mr. H. S. Styan, Mr. J. A. Rose, Mr. J. H. Kayes, Mr. W. B. Brook, Mr. E. Hedger, Mr. S. Smith, Mr. J. Lewis, Mr. R. E. Mellersh, Mr. W. H. Roberts, Mr. W. Elgood, Mr. R. B. Jones, Mr. R. M. Bower, Mr. J. Tarry, Mr. F. E. Sawyer, Mr. J. Lidiard, Mr. R. Jones, Mr. A. Windus, Mr. R. Prall, Mr. H. B randon, Mr. R. Pidcock, Mr. H. W. Trinder, &c.

"The Queen, the Prince and Princess of Wales, and the other Members of the Royal Family," having been proposed by the Chairman, and duly honoured,

The CHAIRMAN gave, "The Army, Navy, and Auxiliary Forces," coupling with it the names of Mr. Arnold W. White for the Navy, and Major Bircham for the Army, remarking, *en passant*, that the former gentleman at an early period of his life had the honour of serving in that branch of the forces for which he would respond.

Mr. WHITE and Major BIRCHAM having acknowledged the toast,

Mr. W. MELMOTH WALTERS, in submitting "The Bench and the Bar," observed that if the Chairman had claimed their loyalty, as lawyers, for a toast to Her Majesty the Queen, he (Mr. Walters) could do no less than claim their suffrages, as being loyal to the bench and the bar, for a toast which was always received with enthusiasm amongst solicitors. It was true that the bench and the bar monopolised the prizes of the profession. The solicitors were not entitled to those prizes, and therefore they had no feeling of envy towards those who were, and when their friends at the bar were raised to the bench there was no feeling amongst the solicitors that they had been wronged thereby, but they were able to rejoice in the promotion and to encourage those who were promoted. The solicitors also felt that, to a certain extent, these promotions were a recognition of their foresight in discovering the powers that existed in the individuals who had been raised to the bench, and had put them into the positions which had brought them into the foremost ranks of the bar, and had thus enabled them to receive promotion. The solicitor must be content with a more modest ambition; and he might well see before him, on entering upon his career, the inscription, "All hope abandon ye who enter here." If he wanted to attain to higher ends he must go next door—to the bar. He (Mr. Walters) was not one of those who would wish that the bar and the solicitor branch of the profession should be amalgamated. Each had his own work to do in his own place, and the interests of the client, and of the different branches of the profession, and of the public generally, were better served by a division of labour than by an amalgamation, which, in his opinion, would only result in confusion. At the same time, the solicitors could look calmly on, and, without any feeling of envy, congratulate their friends who obtained the glittering prizes of the profession. But if the solicitor had not the showy rewards which fell to the lot of some, he had oftentimes the satisfaction of having won the confidence of his client and the esteem of his brethren—no small object of ambition. These were times of change for the bench and for the bar. They had been let alone till 1852 when the Common Law Procedure Act was passed; but since then there had been the Judicature Acts, New Rules, Acts of Parliament, and Amended Acts of Parliament, and all things piled one on top of the other, till the clearest head had been in a state of confusion; but their friends on the bench had suited themselves to the various circumstances, and found themselves equal to the work which came before them. And he might be permitted to say of the bench, that it fully maintained the lustre which had marked it in previous ages. No age would compare with the present in respect to the purity of the administration of justice. Such a thing as corruption was unknown now-a-days. Now-a-days such a thing as the

sacrifice of the interests of the public to the convenience of the judge was unknown. It could no longer be said—

> "The hungry judges soon the sentence sign,
> And wretches hang, that jurymen may dine."

The work of the bench was done conscientiously, and the solicitors had this satisfaction, whether they gained their clients' causes or whether they lost them, they knew that those causes had been faithfully, truly, and honestly decided. It was very remarkable that no charges were brought against the judges when it was considered that for every cause decided there must be someone who was discontented, and one-half the litigants must be glad to get hold of any excuse for impeaching the integrity of the judges. He was speaking not only of the judges of the superior courts, but of the judges as a whole, including the county court judges. He thought he was justified in saying that the bench of county court judges commanded the esteem of the profession and of the public, and this was manifested by the bills that were brought into Parliament year after year adding to their duties and saddling them with responsibilities which were never anticipated when the County Courts Acts were passed. The county court judges as well as all other judges were sworn and bound truly to administer justice. What he had said in praise of the bench he could apply to the bar also; for the bar was the parent of the bench. There was a time when the independence of the bar was like a ghost—often talked of, but never seen; but he thought they might venture to assert that it existed in the present day, and that it existed for the benefit of the suitors and of the public. The maintenance of the independence of the bar was most important to the suitor and to the public. Solicitors well knew that the bench and the bar had deserved their confidence; and he was sure those present would join with him in hoping that they would continue to do as they had hitherto done; and that they would continue to prosper as in the past.

Mr. GORDON WHITBREAD responded for the bench, and remarked that, in the presence of solicitors, it might not be out of place that a county court judge should say a few words; because in the county courts, although counsel did occasionally honour those Courts with their attendance, yet the majority of the advocates who practised there belonged to the other branch of the profession; and he had the pleasure of stating there, before so influential an assembly, that those advocates who came from the solicitors' branch of the profession were wholly to be relied upon in their statements of facts as well as in their statements of the law and their arguments, and in their application of the facts to the law they were second to none. He made this assertion after an experience of twelve years, and it was a great pleasure to him to be able to testify to the zeal, the ability, and the integrity with which these advocates conducted their cases, and to the assistance which they gave the county court judges in arriving at their decisions. But he had learnt one other thing, long before he became a county court judge; he had learnt from the late Lord Hatherley that if he wished properly to discharge his duties as a judge he should not be a talking judge, and therefore he had nothing more to say except to thank them for the way in which they had received the toast.

Mr. J. PEARSON, Q.C., who replied for the bar, assured them that they had the sympathy of the barristers in the generous purpose for which they were met together. It was not alone amongst the members of the solicitors' branch of the profession that cases occurred where wives or children were suddenly left without the means of support. He did not know whether the custom which was in vogue when he first came to the bar, of having no benevolent association, but of simply, when any case of distress arose, sending round the name and soliciting assistance, existed before the present association was formed, or whether solicitors had done with respect to this as they had with respect to other matters, set the barristers an example which they had followed There could be no doubt whatever that there was great need for the existence, in both branches of the profession, of societies which had for their object to meet such cases of distress, and there was one great advantage in having these societies—he might almost say in having these cases of distress—namely, that it reminded them that they were not working simply with the object of treasuring up riches for themselves, but that they had also sympathy with their fellow-creatures, and that they were glad to find a means by which they could contribute some part of their gains in order thereby to consecrate the rest.

The CHAIRMAN then gave "The Solicitors' Benevolent Association, and may prosperity continue to attend it," but before entering upon its merits begged their indulgence whilst he offered them a few words as to the reason he occupied the chair on the present occasion. If he had felt this to be merely a personal question he would have spared them the explanation, but he felt it to be a matter which touched the interests of the society. Why was he there? He had felt for many years during which he had received the reports of the association, when he had seen some big swell presiding at these festivals—possibly some peer, possibly some great lord, possibly some great lawyer—he had felt that the solicitors of England were greatly in the wrong with regard to this. He had felt that they were strong enough—that they were influential enough—that they were sympathetic enough to do without such aid on these occasions; and that, however much they might feel grateful, however much they might feel honoured by the presence in the chair of one of these magnates of whom he had spoken with all deference and respect—he thanked them for the countenance they had given to the association, and for the numerous eloquent speeches which had been made on these occasions on the behalf of the association—but, at the same time, he had never received one of the reports of the association without feeling that one of their own body, however humble he might be, ought to fill the chair at these festivals. They had designed and brought into its present condition a society of which they had every right to be proud. They managed that society upon all ordinary occasions, and when they met at these festive times he thought they were strong enough to do so without the assistance of a great man who was not a member of the solicitor's branch of the profession. And when he was startled to receive a request to take the chair on the present occasion—startled and gratified as well—he thought it his duty to accept the invitation. He did not know at that time that there had been a discussion at Brighton, at which there had been a considerable expression of feeling that it was desirable that the chair should be taken by a solicitor. He had always felt very strongly that such a course was much to be wished. He did not know why he had been selected, unless it was that his name stood nearly at the beginning of the alphabet, which had led him into trouble on more than one occasion. Passing to the business of the evening, he felt that there was much to be proud of and a great deal to lament in connection with the position of the association. In the first year in which the association gave relief (1861), he found that they had expended the large sum of £10. They had followed that up by gradual accretions, until, in 1881, they had given away as much as £2,201. These figures were apparently satisfactory, but whilst there was a good deal to remark which was very gratifying, there was something to be observed which was not so satisfactory. The gratifying thing was that the association had extended the area over which their benefits reached, and had increased the amount which was expended annually in benevolence. They had now taken to giving not only the dividends from the accumulated funds, but also all their annual subscriptions, and they had extended the area of their benefits to non-members and their families, and they had also taken to themselves the power of granting annuities. That was a very satisfactory side of the subject, and it was also satisfactory to know that they had now as many as 1,600 and odd annual subscribers at one guinea, which gave them an income of £1,665 a year, and they derived as much from their funds, so that they had an income which they could rely upon of £3,000 annually. He had been brought into contact with a great many of the members of the association, and he had heard several opinions on the subject. He knew that the learned gentleman who had preceded him in the chair, Sir Henry James, had told them that they would never be in a proper state of prosperity until they had distributed the whole of their accumulated funds and got into debt. He had told them that the true prosperity of charity—and they did not profess to be a benevolent society—was a state of debt, a state therefore of anxiety and trouble. He (the Chairman) would not go that length, but he did go thus far: within the last twenty-five years he was very proud to think the position of the solicitors as a class had very materially grown in *status* and in everything else which was satisfactory, and he did not see why they should cast a slur upon it by assuming that twenty-five years hence the solicitors would be one whit less benevolent than those of the present day; therefore he held rather a strong opinion that they might stand more manfully forward than they had done with regard to the distribution of assistance. One of the extensions of the benefits which had been determined upon was the giving of annuities. He begged of those who were the managers—and he spoke with the greatest possible respect for those who had the management of the affairs of the society, because they gave their time to it, which was often far more valuable than their money—he begged of them, if they were going to grant annuities, if they held out any quasi-promise of further assistance when they gave the twenty or thirty or fifty guineas to an applicant, if by implication they held out to those to whom they gave these sums the hope and belief that they would be given again—he begged them to keep themselves in a position to be able to perform this quasi-promise and to keep faith with the recipients of their benevolence. It really did puzzle his mind why the association did not give away all the income from the funds, and all the money that was given that was not actually required by the donors to be held for capital. He could not, however, but feel that he was treading on the most delicate ground when he was asking them to go—not where Sir Henry James would have landed them if his advice had been followed, but when he was asking the association to go beyond what had hitherto been felt to be sufficient. Besides all this there was an untold amount of wealth upon which they as solicitors ought to rely, and to attack in a very vigorous manner. "Tell it not in Gath; publish it not in the streets of Askelon;" there were as many as 12,656 solicitors in England and Wales taking out their certificates, and yet how many were they, the members of the Solicitors' Benevolent Association? There were 10,000 solicitors who never came near the association, 10,000 who were utterly untouched by the association, who were not amongst its members and who did not sympathise with it. There was therefore an untold mint of wealth, and if they who were present only made up their minds that they would not go away and forget this fact, but would determine that they would do their best to bring the association properly before this 10,000, it must result in great advantage to it, and in the vast extension of its field of operation. They were simply asleep with regard to the needs of the association, and he believed that it only required that they should be awoke and made aware of the benefit they might bring possibly to themselves, but certainly to those who were necessitous, and their wives or widows or children. It might be said that it was very unsafe to rely on these annual subscriptions or donations for the purpose of meeting the obligations of the association, but he hoped that the number of these would be materially increased. He had read the other day that the bar were exceedingly well satisfied with the progress they had made in their kindred society, and he knew, being himself a member of the Law Association, that they had only added as few as three members to their annual subscribers during the past year. They numbered 380 annual subscribers, but as the subscription was slightly in excess of that of the Solicitors' Benevolent Association, the fund from this source amounted to £500. The operations of the Law Association were confined to the metropolis and its immediate vicinity, and in the metropolis there were something like 4,000 practising solicitors. He had always felt that the Law Association and the Solicitors' Benevolent Association ought to be one for the purposes of management and of charity. Money would be saved thereby, and unity of action would be secured, and altogether benefit would accrue to them from the amalgamation. He had in his mind several gentlemen who had said to him, "I belong to the Law Association; don't talk to me about the Solicitors' Benevolent Association," as if membership of the

two societies was perfectly incompatible; but the best men he knew were members of both; and those who were within the metropolitan area, and therefore qualified for belonging to the Law Association, could not do better than join both societies. He hoped that one and all of those present would go away with the feeling that they had a duty to perform in enlarging the sphere of the society's operations. He believed that solicitors could do pretty much as they pleased in the matter if their hearts and their hands were in the work. It was only a certain amount of carelessness, and a want of unity of purpose, and a want of real, well-considered action, that kept them from being the most influential class of men in the kingdom; and when they had purposes like that which he was advocating, there ought to be such union as would inspire them with a determination to effect what they had in view at once; and he entreated them to consider whether they could not, if they chose, make their association one of the most successful of its kind. One of the noblest institutions which existed was the Incorporated Law Society, although he knew that there were those outside the profession who looked upon it as a sort of trade union more than anything else. He looked upon it, and he hoped all present looked upon it, as a society which fenced the solicitors round in order that their ranks might not be swelled by the untaught, and which also took as much pains as such a society could, under the sanction of the courts, to get rid of those who did not remain within its bounds. He looked upon it as a great honour to have founded such a society, and to have fostered it, and brought it up to its present state of excellence. The Law Institution was a great credit to the solicitors as a class. There was nothing to prevent them, if they chose, from taking the lead in the competition of benevolence. They could make the Solicitors' Benevolent Association what at present it was not. They could bring into it the unbaptized 10,000 who were outside it of whom he had spoken, and they could make the Solicitors' Benevolent Association as fine an institution as existed. They could do this by exercising that influence which, as solicitors of the thinking class, they were fully able to bring to bear if they so desired, and in this hope he warmly commended to them the toast of "The Solicitors' Benevolent Association."

The toast was drunk upstanding and with three-times-three.

Mr. RICKMAN (Chairman of the Board) proposed "The Chairman."

The CHAIRMAN, in responding, stated that over £900 had been received in subscriptions and donations that evening, and that 104 new members had been added to their ranks at this festival.

Mr. GRINHAM KEEN submitted the toast of "The Visitors," which was responded to by Mr. FRANCIS LOWE (President of the Hull Incorporated Law Society).

A selection of music, under the direction of Mr. John Davis, was performed during the evening by Miss Annie Sinclair, Miss Hilda Wilson, Masters Townsend, Fielden, Walenn and Faull, Mr. Harper Kearton and Mr. Frederick Bevan. Mr. Harradine was the toastmaster.

The result of the collection made at the dinner was as follows:—36 new life subscriptions, £378; 84 new annual ditto, £88 4s.; general donations, £470 4s.; making a total of £936 8s. In the donations were included £100 from John Hollams, Esq., Mincing-lane; £21 from John Mackrell, Esq., Cannon-street; £21 from the Chairman (Francis T. Bircham, Esq.); £20 from John Swift, Esq., Kensington; and very many other donations of 10 and 5 guineas.

LEGAL APPOINTMENTS.

Mr. GEORGE SYDNEY DAVIES, solicitor (of the firm of Hartland, Davies, & Isaac), of Swansea and Pontardulais, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. STEPHEN NEWCOME FOX, barrister, has been appointed to act as Clerk of the Crown at Bombay. Mr. Fox was called to the bar at the Inner Temple in Hilary Term, 1875.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FURNESS PAPER COMPANY, LIMITED.—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to John Geldred, Ulverston. Tuesday, June 27, at 12, is appointed for hearing and adjudicating upon the debts and claims

HAVEN GOLD MINING COMPANY, LIMITED.—Bacon, V.C., has, by an order dated March 31, appointed Horace Woodburn Kirby, 4, Coleman st, official liquidator

VINCENT TIN MINING COMPANY, LIMITED.—Petition for winding up, presented June 6, directed to be heard before Chitty, J., on Saturday, June 17. Romer, Warwick ct, Holborn, solicitor for the petitioner

[*Gazette*, June 9.]

CITY OF LONDON PRINTING AND STATIONERY COMPANY, LIMITED.—Hall, V.C., has, by an order dated May 13, appointed Arthur Eldridge, 3, Gt James st, Bedford row, to be official liquidator. Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, July 21, at 2, is appointed for hearing and adjudicating upon the debts and claims

LONGWHITON AND GREENLEIGHTON COAL AND LIME COMPANY, LIMITED.—Petition for winding up, presented June 9, directed to be heard before Fry, J., on Friday, June 23, Bell and Co, Bow churchyard, agents for Lynn, Blyth, solicitor for the petitioner

LOWDALE CHAMBERS, LIMITED.—Fry, J., has, by an order dated May 9, appointed Sydney Smith, 70, Basinghall st, to be liquidator. Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, July 12, at 12, is appointed for hearing and adjudicating upon the debts and claims

SPANISH TIN COMPANY, LIMITED.—Petition for winding up, presented June 12, directed to be heard before Fry, J., on Friday, June 23. Peacock and Goddard, South sq, Gray's inn, solicitors for the petitioner

[*Gazette*, June 13.]

UNLIMITED IN CHANCERY.

ENGLISH AND FRENCH BANK.—Hall, V.C., has, by an order dated May 1, appointed Norman Percy Miles Tronson, 80, Lombard st, to be official liquidator. Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, July 14, at 2, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, June 9.]

FRIENDLY SOCIETIES DISSOLVED.

BRITISH QUEEN LODGE, PHILANTHROPIC INSTITUTION, TREDEGAR UNITY, Britannia Inn, Tredegar, Monmouth. June 6

FRIENDLY SOCIETY, Bell Inn, Stilton, Huntingdon. June 2

SIDMOUTH WATERLOO FRIENDLY SOCIETY, New Commercial Inn, Sidmouth, Devon. June 2

ST. THOMAS'S NATIONAL SCHOOL SICK AND BURIAL SOCIETY, St. Thomas's National School, Stockport, Chester. June 7

YOUNG SEAMEN'S FRIENDLY SOCIETY, Buller's Arms, Brixham, Devon. June 2

[*Gazette*, June 9.]

NORTH STAR COURT ANCIENT ORDER OF FORESTERS, Angel Inn, Market pl, Bacup, Lancaster. June 8

TRADESMEN'S BENEFIT SOCIETY, George Hotel, Crowland, Lincoln. June 9

[*Gazette*, June 13.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 8.—*Bills Read a Second Time.*

Justices' Jurisdiction; Metropolis Management and Building Acts Amendment.

June 9.—*Bills Read a Second Time.*

PRIVATE BILLS.—Metropolitan Railway; Newhaven Harbour; Rugby Gas; Seacombe, Hoylake, and Deeside Railway; Stroud Water.

June 12.—*Bills Read a Second Time.*

PRIVATE BILLS.—Peckham, Lewisham, and Catford Bridge Road; Metropolitan and District Railways (City Lines and Extensions); South London Market; Didcot, Newbury, and Southampton Junction Railway; London and North-Western Railway; Oswaldtwistle Local Board.

Local Government Provisional Orders; Local Government Provisional Orders (Poor Law).

Bill in Committee.

Boiler Explosions.

Bills Read a Third Time.

PRIVATE BILLS.—Arklow Harbour; Railway Working and Management Company; Northampton Water.

June 13.—*Bills Read a Second Time.*

PRIVATE BILLS.—Peckham, East Dulwich, and Crystal Palace Tramways; West Lancashire Railway; Padiham and Hapton Local Board; Rothwell Gas; Somerton Junction Railway; Romford and Tilbury Railway; Easton Neston Mineral, and Towcester, Roads, and Olney Junction Railway; Liverpool Tramways; Lynn and Fakenham Railway; Oxford Gas; Swansea Tramways Extensions; Brighton District Tramways; Bury and Tottington District Railway; Coventry and District Tramways; Hull Extension and Improvement; Mersey Railway; Severn Bridge and Forest of Dean Central Railway; Southport and Cheshire Lines Extension Railway; Manchester, Sheffield, and Lincolnshire Railway, and Cheshire Lines; South London Tramways; Norwood District Tramways; Walton Vicarage.

Bills in Committee.

Municipal Corporations (Unreformed); Places of Worship Sites Amendment; Metropolis Management and Building Acts Amendment.

Bills Read a Third Time.

Union of Benefices (London); Imprisonment for Contumacy.

HOUSE OF COMMONS.

June 8.—*Bills Read a Second Time.*

Corn Returns; Married Women's Property.

Bill in Committee.

Interments (felo-de-se)

Bills Read a Third Time.

PRIVATE BILLS.—Great Eastern Railway; London and South-Western, and Metropolitan District Railway Companies (Kingston and London Railway); Mersey Docks and Harbour Board; Ramsgate and Margate Tramways; Solway Junction Railway.

Judgments (Inferior Courts).

June 9.—*Bill Read a Second Time.*

PRIVATE BILL.—Regent's Canal City and Docks Railway.

June 12.—*Bill Read a Second Time.*

PRIVATE BILL.—Glamorganshire Canal (Railway).

Bill in Committee.

Supreme Court of Judicature Acts Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Blyth Harbour; East London Railway; Northampton Tramways (Extensions).

June 13.—*Bill in Committee.*

Customs and Inland Revenue (Buildings) (also read a third time).

Bills Read a Third Time.

PRIVATE BILLS.—Alford and Sutton Tramways; Cheadle Railway; Gateshead and District Tramways; Lydd Railway (Extensions); Milford Docks; Plymouth and Dartmoor Railway.

June 14.—*Bill Read a Second Time.*

PRIVATE BILL.—East Warwickshire Water.

New Bill.

Bill to amend the Baths and Washhouses Acts (Mr. STANHOPE).

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, June 19	Mr. Clowes	Mr. Jackson	Mr. Ward
Tuesday 20	Pemberton	Carrington	Teesdale
Wednesday..... 21	Clowes	Jackson	Ward
Thursday 22	Pemberton	Carrington	Teesdale
Friday 23	Clowes	Jackson	Ward
Saturday..... 24	Pemberton	Carrington	Teesdale
	Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, June 19	Mr. King	Mr. Latham	Mr. Cobby
Tuesday 20	Farrer	Merivale	Koe
Wednesday..... 21	King	Latham	Cobby
Thursday 22	Farrer	Merivale	Koe
Friday 23	King	Latham	Cobby
Saturday..... 24	Farrer	Merivale	Koe

TRINITY SITTINGS, 1882.

COURT OF APPEAL.

At Lincoln's-inn.

Friday, June16 } Apps. from Q. B. Div.
Satrdy.....17 }
Monday ....19 }
Tuesday ....20 }

Wednsday..21 { App. motns. ex pte. apps. from orders made on interlocutory motns, & othr apps

Thursday ..22..Bkcy. apps. & othr apps.

Friday ....23 }
Saturday ..24 } Apps. from Q. B. Div.
Monday ....26 }
Tuesday.....27 }

Wednday ..28 { App. mots. ex pte. apps. from orders made on interlocutory mots, & othr apps.

Thursdy ..29..Bkcy apps and othr apps

Friday, ...30 }
Sat., July .. 1 } Apps. from Q. B. Div.

At Westminster.

Friday, June16 } Apps from Q. B. Div. and
Saturday ..17 } Prob., Div. and Adm. Div.
Monday, ..19 } (Admiralty)
Tuesday .. 20 }

Wednesday 21 { App. mots. ex pte, apps. from orders made on interlocutory motns.

Thursday ..22 }
Friday.....23 } Apps from Q. B. Div. and
Saturday ..24 } Prob., Div. and Adm. Div.
Monday....26 } (Admiralty)
Tuesday....27 }

Wednesday, 28 { App. motns. ex pte apps. from orders made on interlocutory motns

Thursday ..29 } Apps from Q. B. Div. and
Friday ....30 } Prob., Div. and Adm. Div.
Sat., July .. 1 } (Admiralty)

At Lincoln's-inn.

Monday.... 3 } Apps. from Chan. Div., and
Tuesday.... 4 } Prob., Div. and Adm. Div.
(Prob. and Div.)

Wednesday 5 { App. motns. ex pte apps. from orders made on interlocutory motns & othr apps

Thursday .. 6..Bkcy apps and othr apps

Friday .... 7 }
Saturday .. 8 } Apps. from Chan. Div., and
Monday ....10 } Prob., Div. and Adm. Div.
Tuesday....11 } (Prob. and Div.)

Wednesday. 12 { App. mots. ex pte, apps. from orders made on interlocutory mots., & othr apps

Thurs, ...13..Bkcy. apps. & othr apps.

Friday ....14 }
Saturday ..15 } Apps. from Chan. Div., and
Monday .. 17 } Prob., Div. and Adm. Div.
Tues. .....18 } (Prob. and Div.)

N.B.—On and after the first day of Trinity Sittings until the commencement of the Circuits (viz.: about the beginning of July), Interlocutory and Final Appeals from the Queen's Bench Division will be taken at Lincoln's Inn as well as at Westminster, except that Interlocutory Appeals from the Chancery Division will be taken (at Lincoln's Inn) on Wednesday, and Bankruptcy Appeals (if any) on Thursday.

Wed., June19 { App. motns. ex pte. apps. from ordrs made on interlocutory motns & othr apps

Thursday ..20..Bkcy. apps. & othr apps.

Friday .... 21 }
Satrday .. 22 } Apps. from Chan. Div., and
Monday ....24 } Prob., Div. and Adm. Div.
Tues. .....25 } (Prob. and Div.)

Wednes ....26 { App. motns. ex pte. apps. from ordrs made on interlocutory motns & other apps

Thursday ..27..Bkcy. apps. & othr apps

Friday ....28 }
Saturday ..29 } Apps. from Chan. Div., and
Monday....31 } Prob., Div. and Adm. Div.
Tues., Aug 1 } (Prob. and Div.)

Wed. ..... 2 { App. motns. ex pte. apps. from ordrs made on interlocutory motns & othr apps

Thursday .. 3..Bkcy. apps. & othr apps

Friday .... 4 }
Saturday .. 5 } Apps. from Chan. Div., and
Monday .... 7 } Prob., Div. and Adm. Div.
Tuesday .. 8 } (Prob. and Div.)

Petitions in Lunacy will be taken every Saturday during the sittings.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

V.C. SIR JAMES BACON.

At Lincoln's Inn.

Friday,June16..Motns., adj. sums & gen. pa.
Sat., ...17..Pets. sht. causes. & gen. pa.
Mond, ...19..In Bankruptcy.
Tuesday ..20 }
Wedsdy ...21 } General paper.
Thursday..22 }
Friday ...23..Motns, adj. sums & gen. pa.
Sat., ...24..Petns., sht. caus. & gen pa.
Monday....26..In Bankruptcy.
Tuesday....27 }
Wed. ..... 28 } General paper
Thursday...29 }
Friday, ...30..Motns. adj. sums. & gen pa.
Sat., July .. 1..Pets., sht causes, & gen. pa.
Monday .... 3..In Bankruptcy.
Tuesday.... 4 }
Wednsdy .. 5 } General paper.
Thursday .. 6 }
Friday .... 7..Mts. adj. sums. & gen pa.
Satrdy..... 8..Pets. sht. causes, & gen. pa.
Monday ....10..In Bankruptcy.
Tuesday....11 }
Wednesday. 12 } General paper.
Thursday ..13 }
Friday ....14 { Motions, adj. sums., and gen. pa.
Saturday ..15..Pets, sht. causes & gen. pa.
Monday ....17..In Bankruptcy.
Tuesday....18 }
Wednesday.19 } General paper.
Thurs. ....20 }
Friday ....21..Motns, adj. sum. & gen. pa.
Saturday ..22..Pets., sht. caus.& gen. pa.
Monday ..24..In Bankruptcy.
Tuesday....25 }
Wed.,..... 26 } General paper.
Thursday ..27 }
Friday, ...28..Mots. adj. sumns. & gen. pa.
Saturday ..29..Pets. sht. causes, & gen. pa.
Monday....31..In Bankruptcy

Tues.. Aug 1 }
Wednsdy .. 2 }
Thurs. .... 3 } Remaining motns, remaining petions, and adjourned
Friday .... 4 } summns
Saturday .. 5 }
Monday.... 7 }
Tuesday .. 8 }

Further Considerations will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the paper.

Any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

V.C. SIR CHARLES HALL.

At Lincoln's-inn.

Friday,June16..Pets. & gen. pa.
Satrdy ....17 { Sht. causes, adj sums. & gen. pa.
Monday ....19 }
Tues. .....20 } General paper
Wednesday..21 }
Thursday . .22..Mots. & gen. pa.
Friday ....23..Ptns. & gen. pa.
Satrdy, ...24 { Sht. caus., adj. sums., & gen. pa
Monday....26 }
Tuesday....27 } General paper.
Wednesday.28 }
Thursday ..29..Motns. & gen. pa.
Friday.....30..Pets. & gen. pa.
Sat., July .. 1 { Sht. caus., adj. sums., & gen. pa.
Monday .... 3 }
Tuesday.... 4 } General paper.
Wednesday.. 5 }
Thursday .. 6..Mots. & gen. pa.
Friday .... 7..Petns. & gen. pa.
Saturday .. 8 { Sht. caus., adj sums. & gen. pa.
Monday....10 }
Tuesday....11 } General paper.
Wednes, ..12 }
Thursd ....13..Mtns. & gen. pa.
Friday, ...14..Petns, & gen. pa.
Saturday .. 15 { Short caus., ad. sums. & gen. pa.
Monday ....17 }
Tuesday....18 } General paper.
Wednsday..19 }
Thursd ....20..Motns. & gen. pa.
Friday ....21..Pets. & gen. pa.
Sat., ...22 { Sht. caus., adj sums., & gen. pa
Monday....24 }
Tuesday....25 } General paper
Wednesday.26 }
Thursday ..27..Mots. & gen. pa.
Friday.....28..Pets. & gen. pa.
Saturday ...29 { Sht. caus., adj.sumns ,&gen. pa.
Monday ....31 }
Tues., Aug 1 }
Wednesday 2 } Remaining petns, remaining motns, adj. sums, and
Thursday .. 3 } general paper
Friday .... 4 }
Satdy .... 5 }
Monday.... 7 }
Tuesday.... 8 }

Further considerations will be taken as part of the general paper in priority to original causes which have not already appeared in the paper.

Any cause intended to be heard as a sho cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

MR. JUSTICE FRY.

At Lincoln's-inn.

Friday, June16 { Sht. caus., ptns. adj.sumns. and gen. pa.
Satrdy, ...17..Adj. sums. & gen. pa.
Monday....19 }
Tuesday....20 } General paper.
Wednesday 21 }
Thursday ..22..Mots. adj. sumn. & gen. pa.
Friday ....23 { Sht. caus, pets. adj. sumns., & gen pap.
Saturday ..24..Adj. sums. & gen. pa.
Mond ....26 }
Tues. . ....27 } General paper.
Wed, ...28 }
Thursday ..29..Motns, adj. sum. & gen. pa.
Friday ....30 { Sht. caus, pets. adj. sumns., & gen. pa.
Sat., July .. 1..Adj. sums. & gen. pa.
Monday .... 3 }
Tuesday.... 4 } General paper.
Wednesday.. 5 }
Thursday .. 6..Motns. adj. sum. & gen. pa.
Friday .... 7 { Sht. caus., pets., adj. sumn., & gen. pa.
Saturday .. 8..Adj. sums. & gen. pa.
Mond y .... 10 }
Tuesday.... 11 } General paper.
Wednesday 12 }
Thursday.. 13..Motns. adj. sum. & gen. pa.
Friday .... 14 { Sht. caus, pets., adj. sumns., & gen. pa.

Saturday ..15..Adj. sums & gen. pa.
Monday ....17 }
Tuesday....18 } General paper.
Wednesday 19 }
Thurs.....20..Mots. adj. sumns & gen. pa.
Friday ....21 { Sht. caus, pets., adj. sums. & gen. pa.
Sat. .....22..Adj. sums. & gen. pa.
Monday ....24 }
Tuesday....25 } General paper.
Wednesday 26 }
Thursday ..27..Motns. adj. sums. & gen.pa.
Friday ....28 { Sht. caus., petns, adj. sums. & gen pa.
Saturday ..29..Adj. sums. & gen. pa.
Monday ....31 }
Tues., Aug 1 }
Wednesday 2 }
Thursday .. 3 } Remaining motns, remaining petns, adj. sumns, and
Friday .... 4 } gen. pa.
Saturday .. 5 }
Monday .... 7 }
Tuesday.... 8 }

Causes in which witnesses are to be examined before the court, will be taken on Mondays, Tuesdays and Wednesdays; and causes without witnesses, and further considerations will be taken on Thursdays, Fridays, and Saturdays.

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper

Mr. Justice Fry will be engaged on the Midland Circuit during part of the Sittings.

MR. JUSTICE KAY.

At Lincoln's-inn.

Friday, June16 }
Saturday ..17 } General paper.
Monday .....19 }
Tuesday....20 }
Wednesday .21 } General paper.
Thurs. .....22 }
Friday ....23 }
Saturday ..24 }
Monday ....26 }
Tuesday ..27 }
Wednesday .28 } General paper.
Thursday ..29 }
Friday ....30 }
Sat., July .. 1 }
Monday .... 3 }
Tuesday .. . 4 }
Wed., ... 5 } General paper.
Thursday .. 6 }
Friday .... 7 }
Saturday .. 8 }
Monday....10 }
Tuesday....11 }
Wednesday..12 } General paper
Thursday ...13 }
Friday ....14 }
Sat.,..... 15 }
Monday ....17 }
Tuesday....18 }
Wednesday. 19 } General paper.
Thursday ..20 }
Friday ....21 }
Saturday ..22 }
Monday ....24 }
Tuesday....25 }
Wed. .....26 } General paper.
Thursday ..27 }
Friday ....28 }
Saturday ..29 }
Monday ....31 }
Tues., Aug 1 }
Wednesday 2 } General paper.
Thursday .. 3 }
Friday .... 4 }
Saturday .. 5 }
Monday.... 7 }
Tuesday.... 8 } General paper.

MR. JUSTICE CHITTY.

At the Rolls House.

Friday, June16..Mtns.& gen. pa.
Saturday ..17 { Pets., sht. caus. adj. sums. (Procedure), & gen. pa.
Monday....19 { Fur. cons., dems., & non wit causes.
Tuesday....20 }
Wed.. .....21 } General paper.
Thursday ..22 }
Friday ....23..Motns. & gen pa.
Saturdy,....24 { Pets., sht. caus., adj. sums. (Procedure), & gen. pa.
Monday....26 { Fur. cons., dems. & non wit causes
Tuesday....27 }
Wednesday..28 } General paper.
Thursday ..29 }
Friday ....30..Motns. & gen. pa.
Sat., July .. 1 { Pets, sht. caus., adj. sumns. (Pro edure), and gen. pa.
Monday .... 3 { Fur cons., dems., & non wit causes
Tuesday.... 4 }
Wednsdy..... 5 } General paper.
Thursday .. 6 }
Friday, ... 7..Motns & gen. pa.

Saturday ... 8	Pets, sht. caus, adj., summs (Procedure), and gen. pa.
Monday.....10	Fur. cons., dems., & non wit causes
Tuesday....11	General paper.
Wed., ...12	
Thursday ..13	
Friday, ...14	Motns. & gen. pa.
Saturday ..15	Pets.,sht. causes, adj. sums (procedure), and gen. pa.
Monday 17	Fur. cons., dems., & non wit causes
Tuesday....18	General paper
Wednsday..19	
Thurs 20	
Friday.....21	Mots. & gen. pa.
Sat., ...22	Pets., sht. caus., adj. sums, (Procedure) and gen. pa.
Monday 24	Fur. cons., dems. & non wit causes
Tuesday.....25	General paper.
Wednesday .26	
Thured 27	
Friday 28	Motns. & gen. pa.
Saturday ..29	Pets., sht. caus., ad. sums. (Procedure) & gen. pa.

Monday 31	Remaining motns, remaining petns, adj. sums, and gen. pa.
Tues., Aug 1	
Wednesday 2	
Thursday .. 3	
Friday 4	
Saturday .. 5	
Monday 7	
Tuesday.... 8	

Causes and actions in which witnesses are to be examined before the court will be taken on Tuesdays, Wednesdays and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also.

Further considerations will be taken as part of the general paper in priority to original causes which have not already appeared in the paper.

Any cause intended to be heard as a short cause, must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

COURT OF APPEAL.

LIST OF APPEALS FOR TRINITY SITTINGS, 1882.

APPEALS FROM THE CHANCERY DIVISION AND THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE).

For Hearing.

1882.

Pollock v Rabbits app of plt Kay, J April 15
In re Anglo-French Co-operative Society & Co's Acts V C H April 15
In re Stevenson, decd, Stevenson v Stevenson app of deft Stevenson Chitty, J April 18

Rigby v Bennett app of deft from V C of County Palatine of Lancaster Apr 21
Popham v Popham app of plt Chitty, J Apr 21
Robinson v The Local Board for Barton, Eccles, and other places app of defts Fry, J Apr 21
East and West India Docks Co App of deft Arthur Hill V C H Apr 24
Loosemore v The Tiverton and North Devon Rail Co app of plt Fry, J Apr 24
Usher v Henwood app of deft V C B Apr 29
Bostock v Pearson app of deft from V C of County Palatine of Lancaster May 1
Robison v Robison app of deft Fry, J May 2
The Official liquidator of the Birmingham and District Benefit Building Society v Cunliffe, Brooks, & Co app of defts from V C of County Palatine of Lancaster May 3
Jones v Jeffryes app of plt Kay, J May 4
Todman v Todman (Divorce) Gudgeon and ors co-respondents app of ptner from the president dismissing ptn for dissolution of marriage May 4
Bowen v Fraser app of plt V C B May 9
Compton v Preston app of defts Fry, J. May 10
In re Ridley, decd, Ridler v Ridler app of Worcester City and County Banking Co V C B May 10
Hardcastle v Hopkin app of plt from V C of County Palatine of Lancaster May 10

In re Gilbert, decd, Gilbert v Gilbert v Gilbert app of deft V C H May 10
In re The Metropolitan District Rail Co, Ex pte St John's College, Oxford app of St John's College V C H May 10
La Fargue v Miles app of plt V C H May 11
De Senger v Waller app of plts V C H May 12
Flachfield v Wetzlar app of defts Kay, J May 16
Williams v Brisco app of defts Kay, J May 17
In re Burnitt & Burland's Contract app of T B Burland V C H May 17
Prinsep v Prinsep app of Wm Spencer and anr V C B May 17
Biggs v Peacock app of plts V C B May 18
Miller v Huddlestone app of Wm McMurray Fry, J May 20
Parkhurst v Parkhurst app of Sophia Cooper Kay, J May 20
In re Ransomes, Stead & Jeffries' Trade-Mark app of John Graham and anr V C B May 20
Budd v Trower app of deft Mary Anne Trower Kay, J. May 22
Mundy v Duke of Rutland app of deft Kay, J May 22
In re Orr-Ewing, decd, Orr-Ewing v Orr-Ewing app of plt Kay, J May 26
Francis v Hayward app of deft Kay, J May 26
In re the Lydney and Lydbrook Steel and Iron Plate Co, limd app of the Compy V C H May 27
Barber v Ferguson app of deft North, J May 31
Hills v Reeves app of deft Kay, J June 1
Perry v International Ocean Telegraph Co app of plt V C B June 1

From Orders made on Interlocutory Motions in the Chancery Division.

1882.

Philips v Philips app of Lord Kilmorey North, J May 16 (part heard by the Master of the Rolls and Lord Justice Lindley)
In re the Working Men's Mutual Society & Co's Acts app of official liquidator V C H Jan 4
In re John Bagnall & Sons, limd app of Wm Holland, a shareholder Chitty, J Apr 5
Weall v Blake app of plt V C B May 16
Paine v The Mayor, &c, of Bristol app of plt V C H May 25

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

1882.

Smitherman v South Eastern Ry Co app of defts from judgt of Baron Pollock at trial Jan 18
Cruikshank and Co (Owners of Roxellana) v Rodgers and Co app of defts from judgt of the Lord Chief Justice on fur con Jan 20
Lynch v Godwin app of deft from judgt of the Lord Chief Justice at trial without a jury Jan 25
Bobbett v South Eastern Ry Co app of plt from judgt of Mr Justice Denman at trial Jan 26
Mersey Steel and Iron Co, limd v Naylor, Benzon and Co app of defts from judgt of the Lord Chief Justice at trial without a jury Jan 31
Meyers v Brown app of deft from judgt of Mr Justice North at trial Feb 1
Willett v Woolloton app of deft from judgt of Mr Justice Lopes on fur con Feb 1
Davison v Donaldson app of plt from judgt of Mr Justice Mathew at trial without a jury Feb 3
Byrne v Cooper app of pltf from judgt of Mr Justice Denman at trial without a jury Feb 7
Maspons y Hermano v Mildred, Goyenecke & Co app of plt from judgt of Mr Justice Manisty at trial with jury Feb 7 (S O till after argument of rule for new trial in divisional court by order)
Couchman v Greener app of plt from judgt of Baron Pollock at trial Feb 11
Bourke v Tufnell app of plt from judgt of Baron Huddleston at trial Feb 14
Riley v North Staffordshire Ry Co app of plt from judgt of Mr Justice Lopes at trial Feb 15
Cato v Thompson app of deft from judgt of Mr Justice Lopes at trial Feb 18
Flower v Sadler Sadler v Flower (original action and counter claim) app of deft W J Sadler from judgt of Mr Justice Denman at trial Feb 20
The Panteg Steel Works and Engineering Co, limd v Wrightson app of deft from judgt of Mr Justice Lopes at trial Feb 23 (Security ordered)
Titterton v Cooper app of deft from judgt of Baron Huddleston at trial Feb 24
Davidson v Helliwell and ors app of defts from judgt of Mr Justice Mathew at trial Feb 27
Cowgill v Saxton and anr app of plt from judgt of Mr Justice Cave at trial Feb 28

Allum v Dickenson app of plt from Justices Mathew and Cave directing entry of judgt for deft on special case Mar 2
Fenner v Smith app of defts from Baron Pollock and Justices Manisty and Stephen giving judgt to plt Mar 4
Stent v Harrison app of deft from judgt of Mr Justice Manisty at trial Mar 7
Edwards v Shearman app of plt from judgt of Mr Justice Lopes at trial Mar 8
Blaiberg v London and Westminster Loan and Discount Co app of plt from judgt of Mr Justice Lopes at trial Mar 8
Ship Mac J N McAdam, Owner of Mac v Petts and ors, Master and Crew of Saucy Polly app of plt from judgt of Sir R J Phillimore (without Assessors) Mar 9

Storry v Honywood app of deft from judgt of Mr Justice Grove at trial Mar 9
Beckett & Co v Addyman app of deft from judgt of Mr Justice Field on demr Mar 9
Lancaster v South Eastern Ry Co app of plt from judgt of the Lord Chief Justice on fur conson Mar 15
Murphy v Harris app of plt from judgt of Mr Justice Williams at trial Mar 18
Guardians of Mansfield Union, in Counties of Derby and Nottingham v Wright app of deft from judgt of Mr Justice Williams at trial Mar 20
Griffin v Seelie app of deft from judgt of Mr Justice Field at trial Mar 21
Méléagne v Treeby app of plt from judgt of Mr Justice Denman at trial Mar 23 (Security ordered)
In re Geo Thos Condy (a Solicitor struck off Rolls) app of G T Condy in person, from Justices Grove and Lindley, refusing applicn for restoration Mar 25
Ship Guy Mannering Owners of Wistow Hall v Owners of Guy Mannering app of defts from judgt of Sir R J Phillimore (without assessors) March 27
Jackson v Fletcher app of deft Fletcher from part of judgt of Mr Justice Cave at trial as to costs of third parties March 28
Cooke v Winby app of plt from rule nisi discharged by Justices Matthew and Cave
Mackley and Co v Sewell and ors app of plt from Baron Pollock and Mr Justice Manisty setting aside verdict and judgt March 31
Marshall and ors v Schofield and Co app of defts from judgt of Mr Justice Chitty at trial April 3
Chartered and Mercantile Bank of India, London and China v Netherlands India Steam Navigation Co, limd app of defts from judgt of Baron Pollock and Justices Manisty and Stephen April 4
On appeal from the Lord Mayor's Court of London Davies v Baxter app of deft from Assistant Judge, W Brandon, Esq, allowing demurrer to deft's pleas and counter-claim April 4
Simpson and anr (trading as John Simpson and Co) v Tamar and Kit Hill Granite Co, limd app of plts from judgt of Mr Justice Chitty on f c April 5
In Surrey County Court holden at Southwark Eaton, an infant, by next friend, v Western and ors app of plt from Justices Mathew and Cave, setting aside judgt and directing entry for defts April 5
Allan v United Kingdom Electric Telegraph Co, limd Christopher v The Same Co app of plts from judgt of Mr Justice Manisty at trial April 5
Wilden v White app of plt from Justices Manisty and Stephen setting aside verdict and judgt—action tried by Mr Justice Lopes April
Bucknall and Sons v Hunter and Co app of defts from judgt of Mr Justice Hawkins at trial April 8
Herbert and Wife v Markwell app of plts from Justices Grove, Lopes, and Bowen refusing to set aside judgt and grant a new trial Apr 14
Fison & Co v Lloyd app of deft from judgt of Mr Justice Lopes at trial Apr 14
Price v Livingstone app of deft from judgt of Mr Justice Lopes at trial in London Apr 15
Kay v Field & Co app of plt from judgt of Mr Baron Pollock at trial at Glamorgan Apr 17
Johnson v Commercial Union Assurance Co and ors app of plt from part of judgt of Mr Justice Hawkins at trial in London Apr 18
Budd v Prince app of deft from judgt of Mr Justice Bowen at trial in London Apr 18
Clark and anr v Gimson ors app of plt from judgt of Lord Justice Baggallay at trial at Leicester Apr 18
Adelphi Bank, limd, v Davies and Edwards, Adelphi Bank, limd, v Edwards G C Dobell & Co v Edwards app of plts from judgt of Mr Justice Chitty at trial Apr 19
Bowker and anr v Kesteven & Co app of plts from judgt of Mr Justice Lopes for defts upon counter claim Apr 20
Ship R L Alston, Owners of the Lady Mostyn v Owners of the R L Alston and

Freight app of plts from judgt of Sir R J Phillimore (without assessors) Apr 20
Morgan v Thomas app of dfts from judgt of Justices Matthew and Cave allowing plts demr April 21
Millen v Brasch app of deft from judgt of Mr Justice Lopes at trial April 22
Thompson v Reed app of dft from judgt of Mr Justice Denman at trial April 24
The Marquess of Londonderry v Davidson app of defts from Justices Mathew and Cave, affirming report of official referee, and giving judgt for plt April 25
Brunton and anr (exors, &c) v Whitaker Bros app of plts from the Lord Chief Justice and Mr Justice Grove, upon official referees' report directing entry of judgt for defts May 1
Hagimont, Freres & Co v Euzensberger app of deft from judgt of Mr Justice Bowen at trial with jury May 1
Lemmon v Webster and ors app of defts from judgt of Mr Justice Hawkins at trial May 2
Cattewater Commrs v Martin and ors app of defts from judgt of Justices Matthew and Cave on special case May 3
Watson v Troughton app of plt from judgt of Mr Justice Lopes at trial at Appleby May 4
R. Coomber, Surveyor of Taxes v The Justices of the County of Berks (Revenue side Q.B.) app of R. Coomber from order of Mr Justice Grove and Baron Huddleston on case stated by Income Tax Commrs May 2
Denny v Adkins and anr app of deft from judgt of Mr Justice Bowen at trial May 8
Brown v The Manchester, Sheffield and Lincolnshire Ry Co app of plt from judgt of Justices Cave and Bowen on special case May 9
Ship Culzean Fyall and ors v Wales app of deft from judgt of Sir R. J. Phillimore (without assessors) May 12
Redman v Knapping app of deft from judgt of Baron Huddleston at trial May 15
Auriol-Barker v Newmen & Co and ors app of deft Hon. A. Turnour from Baron Pollock and Justices Manisty and Stephen giving liberty to sign final judgt May 16
The Consolidated Credit and Mortgage Corporation, limd v Bradbury app of deft from judgt of Mr Justice Lopes at trial May 19
Powell and anr v The Powell Duffryn Steam Coal Co app of defts from judgt of Justices Field and Cave on special case May 22
Hooper v Pearce and anr app of defts from judgt of Mr Justice North at trial May 27
Hone v Abercrombie app of plt from judgt of Justices Manisty and Williams overruling demr June 1

From Orders made on Interlocutory Motions in the Queen's Bench Division.

1882.

Miller v Pilling app of plt from order of Mr. Justice Field on m f j on report of official referee March 31 (pt hd May 17—present Lords Justices Brett and Cotton)
Blanchard v King app of deft from rule nisi discharged by Justices Mathew and Cave actn tried by Lord Justice Cotton March 21 (after June 8)
Scott v Sampson app of deft from rule nisi discharged by Justices Mathew and Cave actn tried at Westminster by Lord Chief Justice March 25
Smith v Keal app of plt from rule nisi discharged by Baron Pollock and Justices Manisty and Stephen—action tried by Baron Pollock April 3 (not before June 13)
Angas v Bannister app of plt from rule nisi discharged by Baron Pollock and Mr Justice Manisty—action tried by Lord Chief Justice April 3 (security ordered)
Nottage v Aitken app of plt from Mr Justice Williams varying order as to dismissal of action May 8
Davies v Ballenden app of deft Edith Ballenden, from order of Justices Grove and Lopes, refusing to set aside judgt by default May 25
In re Sidney Chapman, Gent, one, &c app of S. Chapman from Justices Grove and Lopes, refusing review of taxn May 26
Hennen v Cracknell app of plt from order of Justices Denman and Lopes for new trial—action tried by Mr Justice Stephen May 27
Wallace v Chandler app of defts from order of Justices Denman and Lopes for new trial—action tried by Mr Justice Field May 31
Blackmore v Vestry of Mile End Old Town, Middlesex app of deft from rule nisi discharged by Justices Denman and Lopes—action tried by Mr Justice Grove May 31
White v Arnold app of deft from rule nisi discharged by Justices Denman and Lopes—action tried by Mr Justice Hawkins May 31
Rose v The Awsworth Iron Co app of plt from Justices Manisty and Williams, referring amount of damages to master June 1
Callender and ors v Central African Trading Co app of plts from Justice Denman and Lopes, refusing to set aside award, and to refer back to arbitrator June 1

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.

For Hearing.

Appeals from Orders made on Interlocutory Motions.

(Admiralty) without Assessors.

1882.

Ship Mac J N McAdam, Owner of Mac v Petts and ors, master of crew of Saucy Polly app of plt from judgt of Sir R J Phillimore without assessors—Mar 9
Ship Guy Mannering Owners of Wistow Hall v Owners of Guy Mannering app of defts from judgt of Sir R J Phillimore without assessors—Mar 27
Ship R L Alston Owners of the Lady Mostyn v Owners of the R L Alston and freight app of plts from judgt of Sir R J Phillimore (without assessors) April 20
Ship Culzean Fyall and ors v Wales app of plt from judgt of Sir R J Phillimore (without assessors) May 12

(Admiralty) with Assessors.

1882.

Ships Mathilde and Dwina Owners of Dwina v Owners of Mathilde Owners of Mathilde v Owners of Dwina (consolidated actions) app of Owners of Dwina from judgt of Sir R J Phillimore with assessors—Jan 16
Ship Elysia Jenkins and ors v Owners of Elysia app of defts from judgt of Sir R J Phillimore with assessors—Jan 18
Ships Tredegar and Cesarea Owners of Cesarea v Owners of Tredegar Tredegar Steam Shipping Co v Owners of Cesarea (consolidated actions) app of Owners of Tredegar from judgt of Sir R J Phillimore with assessors—Feb 7
Ship Sportsman Wilkins v Owners of Sportsman app of pltff from judgt of Sir R J Phillimore (with assessors) Feb 13
Ship Hector (con actns) Owners of Augustus v Owners of Hector and freight app of defts from judgt of Sir R J Phillimore (with assessors) April 1
Ship Douglas Cory v Owners of the Douglas and freight app of defts from judgt of Sir R J Phillimore (with assessors) May 1
Ship City of Berlin Owners of the Ville d'Alger and ors v Owners of the City of Berlin, her cargo and freight app of plts from judgt of Sir R J Phillimore (with assessors) May 3
Ship Leo Edward Fuller, Owner of the Hope v Wilson, Sons, & Co Owners of the Leo app of plts from judgt of Sir R J Phillimore (with assessors) May 4

N.B.—The Admiralty appeals will be taken with the Queen's Bench Appeals at Westminster. The assessor cases on special days to be appointed by the court. The non-assessor cases will come into the list for hearing in the order of date of setting down. The Probate and Divorce Appeals will be taken with the Chancery Appeals at Lincoln's Inn.

FROM THE LONDON BANKRUPTCY COURT.

In re Poole and Sons	Ex parte Cocks and Co
In re Storey	Ex parte Popplewell
In re Greenboam	Ex parte Macnab
In re Oppert	Ex parte Oppert
In re Link	Ex parte Raphael
In re Foster	Ex parte Hawkins
In re Kearns	Ex parte Kearns
In re Huggins	Ex parte Huggins
In re Parnall	Ex parte Ball and anr

N.B.—The above list contains final and interlocutory appeals set down to Thursday, June 1, inclusive.

HIGH COURT OF JUSTICE.
CHANCERY DIVISION.

LIST OF CAUSES FOR TRINITY SITTINGS, 1882.

The Vice-Chancellor BACON.

Causes for Trial.

Causes transferred from Mr. Justice CHITTY, by Order dated 7th of February, 1882.

Sampson v Webb act
In re Burton, Boulton v Jones act

Davies v Davies act
Henschel v Henschel act and m for j
Tebb v Quick act
Meakin v Rowland act, wits
Townsend v Lloyd's Banking Co act, wits
Peterson v Dashwood act, wits
Barlow v Cronk act, wits
Rumpf v Stony act, wits
Brockelbank v Blake act, wits
In re Roberson, Campkin v Barton act, wits
Rudeforth v Willett act, wits
Jervis v Bridge act, wits
Attorney-General v Gaskill act, wits
In re Taber, Arnold v Kayess s c & m for j
Wilson v Waters act, wits
Firth v Firth f c
Goote v Selby Lowndes f c
Pilling v Goldthorpe act, wits
King v Hambley f c
Barrett v Gomm act, wits
In re Dawney, Dawney v Dawney act
In re J Ingram, Ingram v Ingram f c
In re M A Howes, Chabot v Chabot f c and sums
Shelter v Hare f c

Transferred from V.C. Hall, Mr. Justice Fry, and Mr. Justice Chitty, pursuant to an order dated May 25, 1880.

In re Barker, decd, Asquith v Savile act and m for j — Chitty, J
In re Slack, decd Slack v Slack m for j — Chitty, J
Dovers v Sutton, m for j — Dovers v Sutton m for j — Chitty, J
Pritchard v Pritchard act — Chitty, J
Lett v Osborne act and m for j — Chitty, J
Lambert v Neufchatel Asphalte Co, limd act — Chitty, J
Martyn v Newburn act — Chitty, J
Davenport v King act and m for j — Chitty, J
Kennedy v Marshall act — Chitty, J
Powell v Powell act — Chitty, J
Ker v Williams act, wits — V C Hall
Goulter v Reumiew act, wits — V C Hall
Holt v Holt act, wits — V C Hall
Patchett v Hengworth act, wits — V C Hall
Ball v Moreton act, wits — V C Hall
Aylwin v Evans act, wits — V C Hall
In re Loddy, Jones v Hill act, wits — V C Hall
Squire v Croker act, wits — Fry, J
Berry v Keen act, wits — V C Hall
Stanley v Grundy act and m for j — V C Hall
In re Salter, Salter v Salter act, wits — Fry, J
Goldsmid v Gt Eastern Ry Co act, wits — Fry, J
Shoosmith v Stratton act, wits — V C Hall
Staffurth v Staffurth act, wits — V C Hall
Knight v Knight act, wits — Fry, J
Wallis v Shoolbred act, wits — V C Hall
Norton v Sheffield Waterworks Co act and m for j — V C Hall
Mundy v Barrett act, wits — V C Hall
Turner v Hore, m for j — V C Hall
Pile v Lewis act, wits — Fry, J
Pile v Willis act, wits — Fry, J
Forman v Galpin act, wits — Fry, J
Locke v Steere, m for j — V C Hall
Crossing v Raymond, m for j — V C Hall
Turnbull v Woodin act, wits — V C Hall
Wood v Wood act, wits — Fry, J
Yetts v Compton act, wits — Fry, J
Cardo v Hayes act, wits — Fry, J
Mullens v Miller act, wits — V C Hall
Edmonds v Hartland act, wits — Fry, J
Gale v Bailward act, wits — Fry, J
Woodhouse v Hargreaves act, wits — V C Hall
In re W. H. Sowdon Sowdon v Best act, wits — Fry, J
Parker v Pugh act, wits — Fry, J
Ritchie v Elwyn wits — Fry, J
Aubin v Knight act and m for j, wits — Fry, J
Jennings v Mules act — Fry, J
In re Eads Stephens v Rogers act and m for j, wits — Fry, J
In re Arbon Arbon v Burt m for j — Fry, J
Gregory v Mann act — Fry, J
Lambert v North-Eastern Ry Co act — Fry, J
The Royal Exchange Bank, limd v Metropolitan Bank, limd act, wits
In re Hetherington Glaister v Lanson f c

The Vice-Chancellor HALL.

Causes for Trial (with Witnesses).

Williams v Price act
In re Walcott, Henderson v Liddell act & sums
In re Saul Saul v Mills act & m for j
In re Grantham Grantham v Chitty issue for trial
Best, Webb & Co v Gilbert act
Horwood v London Cemetery Co act
Angus v McLachlan act
Lambert v Trousdell act
Elliott v Bidder act
Coy of Propts of Norfolk Estuary v King's Lynn Dock Co act
Hill v Williams act
Manchester &c Bank v Dalglish act

Revill v Wood act
Puckle v Walls act
Shaw v Peach act
Westaway v Hedger act
Daw v Prowse act
In re Wyatt White v Ellis act
Carey v Birch act
Crossley v Binswanger act
Trivick v Brill act
Smith v Cohen act
Minnberson v Furnace act
Harris v Harris act
Inglis v Combe act
Croft v Prince act
House v Stainforth act

Further Considerations.

Butler v Cubitt f c
In re Sampson, Sampson v Sampson 2nd f c
Arundell v Bell f c and sums
In re Wynne Finch, Wynne Finch v Wynne Finch f c
Callow v Burman f c
Hacking v Whalley f c
In re Nelson, Nelson v Nelson f c
Mawdsley v Dawson f c
Ely v Jagger f c
Lawton v Lawton f c
In re Graham, Graham v Graham f c
In re Cuthbert, Cuthbert v Cuthbert f c
In re Hetley, Green v Pleydel f c
Graham v Bedford f c
In re Peppercorn, Peppercorn v Peppercorn f c
In re Turnbull, Turnbull v Turner f c
In re Sir G. Cadogan, Cadogan v Lady E. Cadogan f c
In re Slade, Weller v Mead f c
In re Dunger, Dunger v Jones f c
In re Withers, Atlee v Cumberland f c
Lamb v Wood f c

Causes for Trial (without Witnesses).

The Republic of Peru v Ruzo motn for decree
In re Lamb Bailes v Lamb m f j
Robinson v Robinson act
In re Rawlins Patey v Spencer act
Curtis v Croucher act
In re Tallerman Wilson v Tallerman act
Green v Lutsen act
Shuttleworth v Shuttleworth act
In re The Milan Tramways Co, limd adj sums
Esdaile v Barnett m for j
In re Richardson Weston v Richardson adj sums
In re Grosvenor Co-operative Stores, limd and Co's Acts (exparte C. G. Class)
In re Ahloowalia, decd Ahloowalia v Meakin (exparte plt) adj sums
In re Same Same v Same (exparte dft) adj sums
In re Todds Apps v Todds act
Esdaile v G. E. and Midland Ry Cos m for j
Esdaile v Payne act
In re Davis Davis v Hockly act
In re Edmonds Edmonds v Riddey act
Biddulph v Hill m for j
Esdaile v Barnett act
Bacon v Camphausen act
In re Wass Marshall v Mason m f j
Hall v Hall m for j (short)
In re The British Guardian Life Assurance Co. &c adjd sums
Peach v Thompson act
Riddle v Dilks act
Miles v Jarvis act
Bridge v Bridge act (short)
Brockman v Magorus act & m for j
Groome v Groome m for j (short)
In re Plant Plant v Plant sp c & m f j
In re Saunders Masters v Saunders sp c and m for j
King v Lucas question of law
In re J. Bailey Bailey v Bailey adj sums
Crosse v Waller act
In re W. Richardson Hearn v Richardson m for j
In re Gooch Ellis v Fowler m for j

Mr. Justice Fry.

Causes for Trial (with witnesses).

Cooksley v Bradley act
Freeman v Elmsley act
Sole v Walton act
Elliott v Langston act
Wolfe v Matthews act and m for j
Eames v Griffith act
Collette v Pollock act

Transferred from V.C. Hall by order dated Feb. 27, 1882.

Foster v Gates act
Andrew v Aitken act
Green v Clayton act
Brewer v Broadwood act
In re Beaumont Henson v Beaumont act
France v Clarke act
Gwilt v Brisco act
Ancell v Younger & Co act
Attorney-Gen v Acton Local Bd act
Sherley v Hall act
Anglo-Universal Bank v Eaton act
Clark v Evans act
Smetzer v Charles act
Baggs v Mayor &c of Bath act

Transferred from Mr. Justice Chitty by order dated Feb. 27, 1882.

Hughes-Hallet v Indian Mammoth Gold &c Co act
Sullivan v Collings act
Jones v Moreland act
Routh v Wallis act
Taylor v Calverley act & m for j
Eaton v Hunt act
Bossiere v Glover act
Malleron v Morigot act
Jones v Dade act
Young v Mucklow act
Mander v Lawrence act & m for j
Economical Bldg Socy v Younger act
Attorney-Gen v Met Ry Co act

Jones v Oldham Corporation act
Holden v The Same act
In re Carriage Co-operative Supply Association, &c mot
Baines v Williams act
Wood v Leper act
Meux v Lord Tweedmouth
In re The International Finance Society (claim of W. Hope) adj sums
In re The Same (claim of F. P. F. Strousberg) adj sumns
Sharp v Weguelin act
In re Austin Collins v Peters act
Young v Winter act
In re Mason Mason v Cattley act
Inns of Court Hotel Co v Savory act
Musgrave v Stephens act & m for j
Simmons v Carter Paterson & Co act
In re Potter Rees v Faulkner act

Causes for Trial (without Witnesses), and Further Considerations.

Mayor, &c of Hyde v The Bank of England demr
Davies v Davies demr
Davies v Davies demr
Wilson v de Coulon act
Harter v Colman act pt hd
Covey v Tennant f c
Attorney-General v Shrewsbury, Kingston Bridge Co act
Stringer v Sheldon m for j
Williams v Hopkins f c
In re Shewell Shewell v Shewell sp c
In re Round Green v Galpin f c
Henry v Powell m for j
Gilroy v Stephen m for j
Bush v Bush 2nd f c
Dyer v Wilson f c
In re Margitson Haggard v Haggard sp c
Spratt v Tayler f c & sumns
Meek v Devenish f c
Mason v Peace f c
Tipper v Soilleux 2nd f c
In re Symons Luke v Tonkin f c
Attorney-General v Vestry of Bermondsey m for j
In re Williams Williams v Moston f c
In re Hardwick Hardwick v Toms f c
Barnett v Acburch act
Chamberlin v Chamberlin sp c
Rotheram v Beeby act
Maddison v Swift m for j
Lloyd v Jones f c
In re Badcock Kingdon v Tagert f c
In re George Stahlschmidt v Clarke f c
In re Arnold Cozens Hardy v Arnold sp c and m for j
Horswood v Swain f c
Sharp v Vibert act
In re Tadman Simpson v Mould m f j
Westye Evans v Lloyd m for j
In re Robertson Macgillwray v White f c
Rackham v Whitman m for j
In re Poynder Poynder v Cook f c

Mr. Justice Kay.

Causes for Trial (with witnesses.)

Transferred from Mr. Justice Chitty, by order dated Feb. 27, 1882.

Yeomans v Martin act
Guy v Harris m for j
Clements v Preston act

Transferred from Mr. Justice Chitty by order dated April 8, 1882.

Sutton v Sutton act, wits
Lock v Olive act, wits
Norwich and Norfolk, &c, Building Society v Martinson act, wits
Ward v Ward act, wits
Cox v Riley act, wits
Stanford v Horsham Local Board act wits
King v Smith act wits
Warren v Craik act wits
Goodall v Hutchings act wits
Martinson v Clowes act wits
Watson v Holliday act wits
Sainsbury v Steeds act wits
North British Ry Co v Charlton act wits
Pierce v Entwistle act wits
Rust v Victoria Graving Dock Co act wits
Heiron v Foster act, wits
Billyard v Swan act, wits
Clarke v Yorke act, wits
Pledger v Seabrook act, wits
Charlton v North British Railway Co act, wits
Hodgson v Mawer act, wits
Leyland & Co v Vaughan Bros & Co act, wits
Jenkins v Edwards act, wits
Edwards v Jenkins act, wits
Goldthorpe v Gilbraith act wits
Buxton v Sowter act, wits
Wandsworth Board of Works v Stiff act, wits pt hd
Punchard v Jones act, wits
Tibbs v Blaiberg act, wits
Anderson v Liebeg's Extract of Meat Co act, wits
Graham v Robson act, wits
Dunbull v Broad-st, &c, Workshops Co, limd act, wits
Foster v Addy act, wits
Heatley v Junior Army and Navy Stores, lmd

Transferred from Sir C. Hall, Mr. Justice Fry, and Mr. Justice Chitty, by order dated May 25, 1882.

Moody v Phillips act Chitty, J
Eyre v Stanley act Chitty, J
Fishburn v Smith act Chitty, J
Gardner v Whiteley act Chitty, J
Ware v L, B & S C Ry Co act Chitty, J
Davison v Anderson act Chitty, J
Wills v Pickering act V C Hall
Alton v Yorkshire Advance Bank act V C Hall
Parkgate Wagon Works Co v Evans act and m for j V C Hall
Drew v Metropolitan Board of Works act Chitty, J
Essex v Harris act V C Hall
Perkin v Scott act V C Hall
Dodd v Brown act V C Hall
Mogford v Courtenay act Fry, J
In re Abbott Graham v Paine act V C Hall
Essex v Appleton act V C Hall
In re Patterson Patterson v Shepley act Fry, J
Young v Wood act Fry, J
Oldham v Hayward's Heath Local Bd act V C Hall
Reid v Mogford act V C Hall
Hanson v Wood act V C Hall
Hathersall v Wilkinson act Fry, J
Robinson v Hull, Barnsley, &c, Ry act Fry, J
Over v Bates act Fry, J
Dixon v Wood act V C Hall
Russell v Army & Navy, &c, Supply, limd act Fry, J
Puckle v Langton act Chitty, J
Worseldine v Thuey act V C Hall
Trott v Bramall act V C Hall
Turner v Jackson act Fry, J
Lockhart v Webster act V C Hall
Winby v Cardiff District, &c, Tram Co, lmd act V C Hall
Ormrod v Mayor, &c of Bolton act Fry, J
Hilton v Same act Fry, J
Gregson v Same act Fry, J
Robson v Same act Fry, J
Walker v Same act Fry, J
Haynes v Same act Fry, J
Orrell v Same act Fry, J
Bennett v Gas Light & Coke Co of London act Chitty, J
Smith v Maclure act V C Hall
Cosse v Tyson act Fry, J
Trivick v Hungarian Coffee Co, lmd act V C Hall
Wye Ry Co v Hawes act V C Hall
Morgans v Morgans act V C Hall
Bateman v Taylor act Fry, J
Hodge v Milner act Fry, J
Hughes v Tredwell act Fry, J
Johnson v Rivers act Fry, J
Auvergne Bituminous Rock, &c, Co v Churchward act Fry, J
In re Ellis Collins v Ellis act Fry, J
Dell v Pinto-Leite act Fry, J
Waterford v Hill act Fry, J
In re Rhodes Wroe v Rhodes act Fry, J
Hartopp v Tate act Fry, J
Liebig's Extract of Meat Co, lmd v Hooper act Fry, J
Smith v Watson act Fry, J
Cox v Elliott act Fry, J
Gandy v Reddaway act Fry, J
Leeds v Leach act Fry, J
Arden v Knaggs act Fry, J
Smith v Hamilton act Fry, J
Boswell v Coaks act Fry, J
Margatroyd v Harrison act Fry, J
Naylor v Surrey Commercial Dock Co act Fry, J
Kottgen v Jahncke act Fry, J
Ormes v Bateman act Fry, J
Cooper v Prichard act Fry, J
Serocold v Wilson act Fry, J
Griffen v Simmons act Fry, J
McGill v Guiterman McGill v Markt & Co consolidated actns
In re Cooper, decd Haynes v Stirk act
In re Thorneycroft, decd Thorneycroft v Thorneycroft act, Manchester
Aitken v Williamson act Chitty, J
Robison v Molyneux act and m for j Chitty, J
Trehearne v Colman act Chitty, J
Smith v Coak act Chitty, J
Fox v Rothwell act and m for j Chitty, J
In re Manning, decd Purdue v Stone act Chitty, J
Ross v Gutteridge act Chitty, J
Eadie v Addison act Chitty, J
Boynton v Green act Chitty, J
Chester v Saunders act Chitty, J
In re Harcourt, decd Danby v Tucker act Chitty, J
Jay v Midland Ry Co act Chitty, J
Butcher v Frith act Chitty, J
Dodds v Dodds act Chitty, J
Beazley v Soares act Chitty, J
Bainton v Dalton act Chitty, J
In re Canuce, decd Canuce v Rigby act Chitty, J
Walter v Williams act Chitty, J
Holsner v Lamb act Chitty, J
Gilson v Clarke act Chitty, J
Bown v Singer act Chitty, J
Rossall v Walshe act Chitty, J
Jacob v Leyland act Chitty, J
Gollings v Bunting act Chitty, J
Lakey v Towns act Chitty, J
Nicholson v Smith act Chitty, J
Hodge v Pollard act Chitty, J
St Barbe v Edmonds act Chitty, J
Doyle v Mulkern act Chitty, J
Schofield v Spooner act and m for j Chitty, J
Ashmead v Hicks act Chitty, J
Dodd v Midland Ry Co act Chitty, J
London & St Katharine Dock Co v Bidder act Chitty, J

Mr. Justice Chitty.

Causes for Trial (with witnesses).

Klinker v Newton act
Nichols v Nichols act
Vint v Hudspith (1880—V—046) act
Vint v Hudspith (1880—V—047) act
Lumb v Mackereli act

In re Elliot, decd Hardy v Elliot act
In re Morant, decd Morant v Manson act
Thomas v Palin act
London & North-Western Ry Co v Keighley act
Conolan v Leyland act (Liverpool)
Coates v London Works, limd sums and act (cross-exmn.) by order
Stevenson v Hooper ad sums with wits by order
Hutchins v Butler motn to be treated as trial of act with wits by order
In re J. Reed pet with wits by order
In re Defries, decd Nordon v Levy act S O
In re James Truman's Est Dawbarn v Truman adj sums
Sheppard v Hovell adj sums
In re Hy Taylor's Estate Taylor v Taylor (Hodgson's claim) adj sumns
Bowen v Welchel act
Bennock v Bartlett mtn by liqdtr for payment by manager who claims set-off
McAndrew v Indian Mammoth Gold Mines ld act
Gosnell v Reynolds act & m f j June 21
Oldrieve v Knowles adj sumns with wits by order
In re Rowe's Trade Mark "Oroide" motn by Taylor & Co to rectify register with wits by order
Law v Garrett act (S O till delivery of particulars.
De Zuccato v Fairholme act
Bould v Dennis act
In re Maddever, decd Three Towns Banking Co ld v Maddever act
Smith v Jordan (1882—S—687) act
Smith v Jordan (1882—S—688) act
Owen v Emery (1882—O—110) act
Owen v Emery (1882—O—111) act
Backhouse v Alcock act
Bell v Bell act
Chatterley v Nicholls act
Tomkins v Whale act
Sumburg Mining Co v Hamilton act & sumns (transferred from Q B Division)
Towne v Manning act
Roberts v Trythall act
Denham v Swale act
Corbett v Plowden act
Speak v Caulton act
Barrow v Nicholson act
Jean Luie v Lewis act
Beck v Cullum act
Cambrian Mining Co, ld v Fell act
Goodman v Batty act
In re Mitchell, decd Taylor v Harrison act
Davis v Hoyle act
Knell v Walker act

Further Considerations.

Hayes v Booth f c
In re Ingram, decd Brown v Wright f c
Turner v Greenough f c
Browne v Watson f c
In re Rhodes, decd Bolsover v Rhodes f c
Unwin v Wostinholm f c
In re Ellins, decd Cooke v Atkinson f c
Littlewood v Ellis f c
In re Woolstencroft, decd Woolstencroft v Bancroft f c
In re Cooper, decd Cooper v Challen f c
In re Waugh, decd Robinson v Munro f c
In re Cockcroft, decd Allatt v Cockcroft f c (short)
In re Irlam, decd Whitley v Whitley f c
In re Bywater, decd Lutman v Clarke f c
In re Filbee, decd Filbee v Filbee f c (short)
In re Goodridge, decd Goodridge v Goodridge f c
In re Redford, decd Wilson v Redford f c (short)
In re Read, decd Johnson v Read In re Read, decd Birch v Read 2nd f c

Demurrers.

Cuming v Smyth dem to st of claim
In re Wilkinson, decd Dolman v Wilkinson dem to stmt of claim
Omnibus Conveyance Co v Liverpool United Tramways & Omnibus Co dem to stmt of claim

Causes for Trial (without witnesses).

Watson v Cave adj sumns pt hd
Davies v Dudley m f j (Walsall)
Preston to Mayor, &c, of Liverpool and V & P Act adj sumns
Lloyd's Banking Co v Miller m f j
In re The Ince Hall Rolling Mills Co, ld (Mansell's case) adj sumns
Nordon v Nordon act
Silver v Frost adj sumns
In re Cannock and Wimblebury Colliery Co, limd adj sumns
In re Cwm Ricket and Maesuant Lead Mining Co, limd adj sumns
Sharp v Wright adj sumns
Burkinshaw v Tall adj sumns
In re George Unwin's Appln and Trade Marks Registration Acts adj sumns
In re Peers Williams, decd, Earl of Eglinton v Williams act
In re Liverpool and London Guarantee and Accident Insurance Co (Owen's case) adj sumns
Hawks v Cross act
In re Southport & West Lancashire Banking Co ld (Matheson's case) adj sums
De Caux v Buck act
In re Beecroft, decd Harper v Tait sp o
In re Davis & Morgan, Solicitors adj sums
Percival v Nevison act
Davis v Harford sp o & m for j
In re Alnutt, decd Pott v Brassey sp o & m for j
In re Sutton Park Crystal Palace Co ld adj sums
In re The Stourforth Lane Colliery Co (Underhill's case) adj sums
In re The South Essex Equitable Investment & Advance Co adj sums & mtn pt hd
In re F. Burrow, a Solicitor adj sums
Taylor v Williams adj sums
In re Hull District Bank (Tooze's case) adj sums
In re Dronfield Silkstone Coal Co (2) adj sums
Hoyland v Lewin sp o
In re The Phœnix Chemical Society (Gilbert's case) adj sums
Purcell v Purcell Treffry v Treffry Trinder v Kendal adj sums
Gray v Kenworthy sp o & m for j
In re Sumburgh Mining Co (Oliver's case) adj sums
Hanmer v Kenyon sp o
Cardigan v Curzon-Howe adj sums
Wright v Electric Power Co adj sums
In re Hills, decd Hills v Grove sp o
In re Rooke, decd Birmingham Congregational Bldg Society v Beddoes sp o & m for j
Rodgers v Rodgers act (S.O.)
Coward v Caro adj sums
Bayley v Gt Western Ry Co sp o
Alleyne v Alleyne sp o
In re Deptford Creek Bridge Co & Bevan's Contract adj sums
In re Coburn & Young adj sums
In re Sumburgh Mining Co & Co's Acts adj sums
In re Equitable Marine Insurance Co ld (King's case) adj sums
Childe-Pemberton v Pemberton act (S.O.)
In re Jackson, decd Jackson v Jackson act
In re Lart, decd Blades v Betzer act
Thomas v Viner act
Glamorganshire Banking Co v Davies m f j
In re Walton, decd Walton v Nutt act
Attorney-General v Corporation of Dartmouth act
In re Northern Counties of England Fire Insurance Co (Gilliat's Case) adjd sumns
In re Lager Brewery, limd (Schroder's claim) adjd sumns
In re Great Eastern Glaciarium Co, limd (Tanner's case) adjd sumns
In re Brown's Estate Pothecary v Little (Powers & others claim) adjd sumns
In re M A B Wilkinson, decd Wilkinson v Wilkinson adjd sumns
In re Shann's Estate Ryder v Shann act
In re H N Pym, a Solicitor adjd sumns
In re Hick's Estate Gervis v Cooper adjd sumns
Powell v Hulkes act
Goodbody v West Cork Ry Co sp o
Castell v Hutchinson act
Duke of Wellington v Brand act
Davis v Chisholm act
Dent v Dent act
In re T W Edwards's Estate Harding v Scott adjd sumns
Wilson v Globe Accident Assurance Co, limd act
In re Artistic Colour Printing Co ld (Chappell's case) adj sumns
In re Smith, Knight, & Co, ld adj sums
Mayor, &c, of Norwich v Brown act
Syers v Blenkarn act
Wilson v Duguid sp o & m f j
Mayor, &c, of Wakefield v Kenworthy m f j
In re North-Eastern Industrial Permanent Building Society & Schjott and V & P Act adj sumns
Farnell v Farnell adj sumns
Davis v Sargent act (S O)
Musgrove v Turner act
In re Jno. King's Estate Jones v King adj sumns
In re Arton, decd Arton v Burt m f j
In re Newton, decd Dunn v Dunn sp o
Todd v Cracknell m f j
In re Mercer, decd Banyard v Lake m f j
Clayton v Day act
Carter v Hine adj sumns
Conybeare v Lewis adj sumns
Raycroft v Low, Huckvale & Co act
Bowstead v Steadman act (short)
In re Thomas, decd Watkins v Marsh act
Pugh v Williams act
Palmer v Mackenzie act
Mapleson v Hutchinson act
Parry v Noble act
Badische, Anilin & Soda Fabrik v Levinstein act
Gosnell v Hayman Hayman v Gosnell act
Finden v L B & S C Ry Co act
Gray v Lucas adjd sumns
In re Lord Kensington's Estate Bacon v Ford adjd sumns
In re Childer's Estate Wilkinson v Richardson adjd sumns
Faber v Bloomer act
Addington v Addington act
Cooper v Metropolitan Board of Works act
Sedgwick v Thomas act
Parker v Mullooney act

N.B.—The above list contains causes set down to Thursday, June 1, inclusive.

OBITUARY.

MR. WILLIAM GREGORY.

Mr. William Gregory, solicitor, of Bristol, died on the 7th inst., at the age of ninety-two. Mr. Gregory was the oldest practitioner in the city, having been admitted in Easter Term, 1820, and up to a short time since he regularly attended to business. He was in large practice fifty years ago, having many important matters to carry through; among them, says a Bristol journal, he procured the Act of Parliament for the erection of St. Philip's Bridge, and he was clerk to the company till its dissolution. The last public work he assisted in carrying through, jointly with his grandson, Mr. W. H. Gregory, and Messrs. Brittan, Press, & Inskip, was the Act for pulling down and removing old St. Werburgh's Church. He was pressed to enter the town council many years ago, but he declined to do so. He was a Conservative, and was the agent for Mr. McGeachy at the Parliamentary election in 1852.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

Bennetts, Johnson, Helston, Cornwall, Innkeeper. July 15. Bennetts v Penberthy, Hall, V.C. Paige, Redruth
Dando, Nathaniel, Torrington Park North, Finchley. July 10. Dando v Dando, Hall, V.C. Warburton, West st, Finsbury circus
Farley, John, Church rd, Upper Norwood, Builder. July 10. Gandy v Farley, Hall, V.C. Finch, Borough High st
Levy, Lewis, Martlett's ct, Bow st, Carman. July 3. Muggeridge v Levy, Chitty, J. Betts, Southampton st, Strand
Moss, Barnett, Kepple st, Russell sq, Timber Merchant. June 30. Levy v Sewell, Fry, J. Wynne, Chancery lane
Terry, William, Chapel st, Park lane, Court Dressmaker. July 8. Terry v White, Chitty, J. Mossop, Cannon st

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Bate, John, Overton, Flint, Gentleman. July 15. Wilson v Dicken, Hall, V.C. Chester and Co, Staple inn, Holborn
Milner, George, Huddersfield, Labourer. July 3. Milner v Milner, Hall, V.C. Freeman, Huddersfield.
Thomas, David, Llanyan Llandyssul, Cardigan, Esq. July 12. Jones v Jones, Chitty, J. Chapman, Gray's inn sq
Winsdale, Charles, Snell's pk, Edmonton, Stockbroker. July 15. Barker v Winsdale, Fry, J. Hawes, Old Jewry

[*Gazette*, June 13.]

Lord Justice Lindley and Mr. Justices Lopes have fixed the following dates for holding the Summer Assizes on the Western Circuit—viz. :—Winchester, Saturday, July 8; Salisbury, Friday, July 14; Dorchester, Tuesday, July 18; Exeter, Friday, July 21; Bodmin, Thursday, July 27; Wells, Monday, July 31; Brirtol, Friday, August 4. Mr. Justice North and Mr. Justice Day will be the judges who will go round the Northern Circuit, the dates for holding the assizes on which have not yet been finally settled, but it is expected that the commission will be opened at Carlisle, the first place on the circuit, on Monday, July 3. The following dates have been fixed by Mr. Justice Mathew and Mr. Justice Cave for holding the ensuing Summer Assizes on the North-Eastern Circuit—viz. :—Newcastle, Wednesday, July 5; Durham, Wednesday, July 12; York, Wednesday, July 19; Leeds, Tuesday, July 25. Mr. Baron Huddleston has fixed the following dates for the Summer Assizes on the North Wales Circuit—viz. :—Newtown, Monday, July 3; Dolgelly, Thursday, July 6; Carnarvon Saturday, July 8; Beaumaris, Thursday, July 13; Ruthin. Saturday, July 15; Mold, Thursday, July 20; Chester, Saturday, July 22; Swansea, Saturday, July 29.

RECENT SALES.

At the Stock and Share Auction Company's sale, held on the 9th inst., at their sale-rooms, Crown-court-buildings, Old Broad-street, the following were amongst the prices obtained:—La Plata Mining and Smelting 10dol. shares, £2 1s. 3d.; Colombian Hydraulic Mining £1 shares, fully paid, 8s.; Nundydroog Gold Mining £1 shares, 6s.; United Horse Nail £1 shares, 8s.; City of London Marine Insurance £10 shares, £2 paid, £1 12s. 6d.; Nine Reefs Gold Mining £1 shares, 6s.; Rhodes Reefs £1 shares, £1 1s. 7½d.; Indian Consolidated £1 shares, £1 1s. 7½d. At the sale held on the 13th inst., the following were amongst the prices obtained:—Kit Hill Great Consols £2 shares, 15s. paid, 5s.; Indian Kingston and Sandhurst Gold Mining £1 shares, 6s.; La Plata Mining and Smelting 10dol. shares, fully paid, £2; H. P. Truefitt (Limited) £10 shares, £7 10s. paid, £7; Junior Army and Navy Stores £1 shares, 15s.; Southwark and Deptford Trams, £8 2s. 6d.; French Date Coffee £1 shares, 9s. 6d.; Brighton A., 135½; Faure's Accumulator, £2 paid, £6; Zoedones, 8s.; and other miscellaneous securities fetched fair prices.

SALES OF ENSUING WEEK.

June 20.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Properties (see advertisements, June 10, p. 8).

June 20.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Ground Rents (see advertisement, May 20, p. 4.)

June 20.—Messrs. Daniel Smith, Son, & Oakley, at the Mart, at 2 p.m., Freehold Property (see advertisement, June 10, p. 18).

June 20.—Messrs. Edwin Smith & Co., at the Mart, Freehold Estate (see advertisement, June 10, p. 16).

June 21.—Messrs. Farebrother, Ellis, Clark, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, June 10, p. 13).

June 21.—Messrs. C. C. Taylor & Son, at the Mart, Leasehold Properties (see advertisements, June 10, pp. 16 and 17).

June 22.—Messrs. C. C. & T. Moore, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement, June 10, p. 15).

June 22.—Messrs. Norton, Trist, Watney, & Co., at the Mart, Freehold Estates (see advertisements, June 10, p. 16).

June 22.—Messrs. Thurgood & Co., at the Mart, at 2 p.m., Freehold Farm (see advertisement, June 10, p. 17).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Argles.—May 28, at 25, Comeragh-road, West Kensington, the wife of Napoleon Argles, solicitor, of a son.

Layton.—June 8, at 9, Belsize-road, South Hampstead, the wife of Thomas Layton, of a son.

Royle.—June 12, at Kensington, the wife of George Royle, Barrister-at-law, residing at Port Said, in Egypt, of a daughter.

MARRIAGE.

Williamson—Bateson.—June 8, at Fallowfield, Robert Wood Williamson, of Manchester, solicitor, to Emily, daughter of Frederick Septimus Bateson, of Whittington, near Manchester.

DEATH.

Ram.—June 10, at 32, Oakley-square, N.W., Melville Scott Ram, third son of Stephen Adye Ram, of 23, Red Lion-square, London, solicitor, aged 14.

LONDON GAZETTES.

Bankrupts.

FRIDAY, June 9, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Hancock, Edmund, Tunstall, Stafford, out of occupation. Pet June 5. Tennant. Hanley, June 23 at 11

Page, Herbert, Birmingham, Fish Dealer. Pet June 6. Cole. Birmingham, June 21 at 3

Pankhurst, Peter, Sheerness, Shipwright. Pet June 7. Hayward. Rochester, July 5 at 2

TUESDAY, June 13, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

McCulloch, A , Gracechurch st, Merchant. Pet June 8. Hazlitt. June 28 at 12.30

North, Samuel, Aldersgate st, Upholstery Warehouseman. Pet June 10. Brougham. June 28 at 1

Seller, Michael Henry, Strand, Portmanteau Manufacturer. Pet June 10. Brougham. June 28 at 12

Wingrove, Frederick, St Peter's sq, Hammersmith, Director of a Mining Company. Pet June 9. Pepys. June 28 at 12.30

To Surrender in the Country.

Bolt, Alfred, Melcombe Regis, Dorset, Butcher. Pet June 12. Symonds. Dorchester, June 26 at 2

Drinkwater, Thomas Holbrook, Levenshulme, nr Manchester, Window Blind Maker. Pet June 9. Lister. Manchester, July 17 at 12

Pearson, Thomas, Leeds, Woollen Manufacturer. Pet June 8. Marshall. Leeds, June 28 at 11

Simpson, Walter, Gauden rd, Clapham. Pet May 16. Willoughby. Wandsworth, June 30 at 11

Tyson, Aaron, Ulverston, Joiner. Pet June 8. Postlethwaite. Ulverston, June 26 at 10

BANKRUPTCIES ANNULLED.

FRIDAY, June 9, 1882.

Griffiths, William, Camerton, Cumberland, Tin Plate Manufacturer. June 5

Townshend, Charles T., Pellet grove, Wood Green. May 31

TUESDAY, June 13, 1882.

Sketchley, Robert, Charterhouse lane, Meat Salesman. Aug 19.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 9, 1882.

Alexander, George Alfred, City rd, Restaurant Proprietor. June 17 at 11 at Inns of Court Hotel, Holborn. Lynch, Gray's inn pl

Astle, Edward Pratt, Oakthorpe, Derby, Farmer. June 19 at 11 at offices of Fisher and Jesson, Ashby-de-la-Zouch

Atkinson, George Kilvington, Gt Grimsby, Grocer. June 24 at 2 at George Hotel, Whitefriarsgate, Kingston-upon-Hull. Mason, Gt Grimsby

Bailey, Thomas Wilson, Watford, Relieving Officer. June 26 at 2 at office of Layton and Co, Budge row

Baker, Henry Thomas, Dawlish, Devon, Builder. June 29 at 12 at Castle Hotel, Castle st, Exeter. Whidborne, Dawlish

Beasley, Thomas Henry, College pl, Camden Town, late Inspector of the Metropolitan Police. June 17 at 3 at office of Ladbury, Queen st, Cheapside

Bent, Aaron, Barnsley, York, Pork Butcher. June 20 at 11 at office of Gray, Eastgate, Barnsley

Blakelock, Robert, Benjamin Blakelock, and Henry Blakelock, Liversedge, York, Flannel Manufacturers. June 21 at 3 at Royal Hotel, Cleckheaton. Curry, Cleckheaton

Bowley, Joseph, Park villas, Winchmore Hill, Builder. June 19 at 3 at office of Wall and Co, Queen Victoria st

Brearley, Walter, Dudley Hill, nr Bradford, Commission Manufacturer. June 20 at 11 at office of Lancaster and Co, Manor row, Bradford

Brookman, John, Bristol, Licensed Victualler. June 19 at 11 at office of Nicholas, Corn st, Bristol

Brown, George, the Parade, Shepherd's Bush, Tobacconist. June 17 at 2 at office of Hanson, King st, Cheapside. Wetherfield, King's Arms yd

Bull, Samuel, Bungay, Furniture Dealer. June 23 at 12 at office of Bavin and Daynes, Exchange st, Norwich

Burnett, Henry, Silver st, Golden sq, Printer. June 20 at 12 at Guildhall Tavern, Gresham st. Price, Walbrook

Byrne, John, Birmingham, Builder. June 23 at 2 at office of Colman and Co, Golmore row, Birmingham

Collison, William, and John Collison, Hindley, Lancaster, Bakers. June 22 at 11 at office of Wilson, King st, Wigan

Cripps, Georgiana, Hove, Schoolmistress. June 22 at 3 at office of Freeman and Gell, Ship st, Brighton

Cross, George, Hastings, Dairyman. June 24 at 4 at Green's Hotel, Havelock rd, Hastings. Nye, Brighton

Davies, Edward, Bootle, nr Liverpool, Stonemason. June 22 at 3 at office of Knowles, Cook st, Liverpool

Davies, Thomas Richard, Llanfihangel ar Arth, Carmarthen. June 20 at 2 at office of Thomas and Brown, Lower Market st, Carmarthen

Duffell, Godfrey, jun, Tipton, Stafford, Carpenter. June 21 at 11 at office of Travis, Church lane, Tipton

Elston, Edward, Lincoln, Watchmaker. June 22 at 11 at office of Swan and Bourne, Silver st, Lincoln

England, Charles, King's Cross rd, Grocer. June 26 at 1 at office of Buchanan and Rogers, Basinghall st

Evans, John, Liverpool, Joiner. June 22 at 2 at office of Knowles, Cook st, Liverpool

Gaunt, Thomas, Huntingdon, Corn Dealer. June 23 at 3 at office of Cranfield, the Quay, St Ives

Gerson, Louis, Bradford, Commission Agent. June 20 at 3 Great Northern Station Hotel, Wellington st, Leeds. Neill and Broadbent, Bradford

Goodman, Richard Osborne, Wheathampstead, Herts, Builder. June 29 at 3 at George Hotel, St Albans. Annesley, St Albans

Haigh, David, Guiseley, York, Grocer. June 22 at 3 at office of Killick and Co, Commercial Bank bldgs, Bradford

Haigh, James, and Richard Pye, Preston, Lancaster, Tailors. June 28 at 3 at Trevelyan Temperance Hotel, Corporation st, Manchester. Cooper, Preston

Harding, Henry, Hoylake, Chester, Milk Dealer. June 22 at 3 at office of Kemble, Castle st, Liverpool

Hardy, Thomas Bush, Gower st, Artist. June 21 at 3 at office of Foster, Birchin lane

Harris, Joseph Croshan, Chester, Licensed Victualler. June 21 at 12 at Grosvenor Hotel, Chester. Churton, Chester

Harrison, William, Handsworth, Stafford, out of business. June 21 at 12 at office of Cottrell, Temple row, Birmingham

Heseltine, Williams, Middlesborough, York, Draper. June 21 at 12 at 8, York st, Manchester. Bainbridge and Barnley, Middlesborough

Hine, Thomas, Kendal, Westmorland, Stonemason. June 28 at 12 at office of Watson, Stramongate, Kendal

Hoe, Henry Benaiah, and Thomas Alfred Hoe, Newark-upon-Trent, Grocers. June 30 at 3 at office of Norman, Middle pavement, Nottingham

Howard, John, Beech st, Ostrich Feather Manufacturer. June 22 at 2 at office of Sydney, Finsbury circus

Humphreys, Charles, Chester, Newsagent. June 28 at 3.30 at offices of Churton, Eastgate bldgs, Chester

Johnson, Henry, Bristol, Butcher. June 20 at 2 at office of Paul, Corn st, Bristol

Jones, Edward, Manchester, Loom Maker. June 27 at 3 at office of Southam and Harwood, Cross st, Manchester

Jones, Frederick, Tettenhall, Stafford, out of business. June 23 at 12 at office of Underhill and Lawrence, Darlington st, Wolverhampton

Kay, James, Preston, Lancaster, Grocer. June 27 at 3 at office of Cooper, Lune st Preston

Lee, Henry, Leeds, Dyer. June 20 at 3 at office of Platts, East parade, Leeds. Bowling, Leeds

Lepp, Edward, Sheffield, Tobacco Manufacturer. June 23 at 2 at office of Law Society, Hoole's chbrs, Bank st, Sheffield. Vickers and Co, Sheffield

Lovell, Joseph, Leeds, Plasterer. June 22 at 3 at office of Barker, East Parade, Leeds

Marshall, Arthur, and Walter Bedford Marshall, Low Wortley, Leeds, Dyer. June 20 at 11 at office of Grisdale, Gt George st, Leeds

Marshall, Joseph, Blackpool, Lancaster, Tailor. June 23 at 3 at office of Clarence Hotel, Piccadilly. Tremewen, Manchester

Martyn, Edwin Row, Eastleigh, Southampton, Chemist. June 19 at 4 at office of Lomas and Co, Old Jewry chmbrs. Watts, Southampton

Massarenti, Gaetano Nicolo Vincenzo Maria, Gerrard st, Soho, Importer of Foreign Produce. June 28 at 3 at Chatfield and Chatfield, Conduit st, Regent st. Lomax, Haymarket

Mellor, William, Wakefield, York, Shoemaker. June 23 at 11 at office of Lake and Lake, Southgate, Wakefield

Mercer, John Bankes, Chorlton upon Medlock, Lancaster. June 21 at 3 at office of Parry, King st, Manchester

Minister, Edward, and Edward William Minister, Argyll pl, Regent st, Publishers, July 3 at 12 at office of Hodgson, Salisbury st, Strand

Minshull, Arthur, Congleton, Chester, Grocer. June 23 at 11 at office of Cooper, Park st, Congleton

Muir, Alexander, and Emma Collings, Churchfield rd, Acton, Grocers. June 27 at 3 at office of Fitch, Bedford row

Newth, George Alfred, Brynmaur, Brecon, Clothier. June 23 at 3 at office of Haines and Green, Westgate chmbrs, Gloucester

Norman, Tom Hocky, Whitelackington, Somerset, Baker. June 22 at 11 at office of Pinchard, Paul st, Taunton

Parkins, John, jun. Derby Tailor. July 1 at 12 at Bell Hotel, Sadler gate, Derby. Heny, Derby

Part, John Cumberland, Coldharbour lane, Camberwell, Merchant's Clerk. June 22 at 2.30 at office of Pritchard and Marshall, Gracechurch st

Partridge, Henry, Shipton, Salop, Butcher. June 23 at 12 at 6, Talbot chmbrs, Shrewsbury. Chandler

Paul, Matthew, Morice Town, Devon, Painter. June 26 at 11 at office of Graves, St Aubyn st, Devonport

Perridge, Thomas, St Paul's Churchyard, Tobbaconist. June 22 at 3 at office of Finch, Borough High st, Southwark
Pook, Robert, Hetley rd, Shepherd's Bush, out of business. June 22 at 4 at office of Yorke and Wharton, Conduit st
Prince, George Frederick Fletcher, Salford, Lancaster, Stationer. June 23 at 3 at office of Needham and Co, York st, Manchester
Redhead, Robert, jun, Low Felling, nr Gateshead, Durham. Joiner. June 20 at 2 at office of Joel, Newgate st, Newcastle upon Tyne
Reed, John Foster, York pl, Baker st, Barrister at Law. June 22 at 12 at office of Morris, Mitre ct, Temple
Roberts, Ellis, Wallis rd, White Post lane, Hackney, Printer. June 20 at 12 at office of Bridger and Collins, King William st
Rogers, Charlotte, Bristol, Boot and Shoe Manufacturer. June 22 at 12 at offices of Collins, Broad st, Bristol. Beckingham, Bristol
Rolfe, Frederick James, Southsea, Hants, Hardwareman. June 23 at 10 at offices of Aylen, Commercial rd, Landport. Palmer and Jewell, Portsea
Rowlands, John, Holyhead, Anglesea, Builder. June 23 at 2 at British Hotel, Bangor. Barber, Holyhead
Russell, William, Landport, Hants, Tailor. June 21 at 1 at 145, Cheapside. Pearce Portsea
Rutty, John Clarke, Stratford, Essex, of no occupation. June 23 at 12 at offices of Bartrum, Old Jewry chmbrs
Sawtell, Joseph, Croydon, Surrey, Grocer. June 23 at 2 at 6, Arthur st, East. Carter and Bell, Eastcheap
Shirley, Frederick, Oxford, Grocer. June 22 at 12 at offices of Galpin, New Inn Hall st, Oxford
Simmons, Asher, Charles st, Soho sq, Dealer in Works of Art. June 22 at 2 at office of Abraham and Co, Bedford row
Smith, Jesse, Farringdon Market, Fruit Salesman. June 22 at 12 at Guildhall Tavern, Gresham st. Walker and Co, Gresham bldgs
Smith, Thomas, Barrow-in-Furness, Lancaster, Boot and Shoe Maker. June 20 at 3 at Station Hotel, Carnforth. Hudson, Barrow-in-Furness
Stoker, John Alsop, South Shields, Durham, Grocer. June 20 at 11 at offices of McAllum, Grainger st West, Newcastle-upon-Tyne. Blair, South Shields
Taylor, Thomas George, King st East, Hammersmith, Leather Seller. June 27 at 3 at offices of Pratt and Norton, Old Jewry chmbrs. Montagu, Bucklersbury
Tayton, James Steppings, Banbury, Oxford, Solicitor. June 21 at 2 at 33a, Bridge st, Banbury
Thompson, Ambrose James, Devizes, Wilts, Boot and Shoe Maker. July 5 at 1 at the Guildhall Tavern, Gresham st. Meek and Jackson
Tibbs, Stephen, Newcastle-upon-Tyne, Grocer. June 21 at 3 at offices of Warlow, Collingwood st, Newcastle-upon-Tyne
Valder, George, Southampton, Corn Merchant. June 20 at 4 at 4, High st, Southampton. Watts, Southampton
Watson, William, Old Basford, Nottingham, Shoemaker. June 26 at 11 at offices of Williams, jun, Clinton st, Nottingham
Weatherston, Elizabeth, Horncliffe, Northumberland, Manufacturer of Fishers' Boots. June 20 at 12 at offices of Dunlop, Quay Walls, Berwick-upon-Tweed
Welsby, Thomas Henry, Southport, Lancaster, Plumber. June 21 at 3 at offices of Threlfall, London st, Southport
Westgarth, Joseph, Weardale, Durham, Builder. June 21 at 12 at offices of Maw, jun, Market pl, Bishop Auckland
White, John, Dover, Oilman. June 29 at 3 at Guildhall Coffee house. Mowll and Mowll, Dover
Whittle, Henry Dorning, Manchester, Contractor. June 24 at 11 at offices of Rowbottom, King st, Wigan
Williams, David, Llanguicke, Glamorgan, Tin Plate Maker. June 21 at 2 at Mackworth Arms Hotel, Swansea. Brittan and Co, Bristol
Williams, Samuel, Kelsall, Chester, Huckster. June 28 at 11 at office of Churton, Eastgate bldgs, Chester
Woodall, John, Hyde, Chester, Clog Iron Maker. June 22 at 3 at office of Hervey and Co, Hyde lane, Hyde
Woolley, James Andrew, Cromwell grove, West Kensington Park, Tobacco Manufacturer. June 23 at 2 at Law Society, Hoole's chmbrs, Bank st, Sheffield. Vickers and Co, Sheffield
Wright, Lewis, Burslem, Stafford, Furniture Dealer. June 19 at 3 at office of Salt and Alcock, Market st, Tunstall

TUESDAY, June 13, 1882.

Allen, Edward, Nottingham, Painter. June 23 at 11 at office of Wyles, Low pavement, Nottingham
Ashe, Edward Faithful, Cheltenham, Gloucester, Furrier. June 24 at 11 at office of Smith, Regent st, Cheltenham
Beecroft, Charles, Harworth, Nottingham, Farm Bailiff. June 30 at 3 at office of Whittingham, Middle pavement, Nottingham
Blakely, John, Liverpool, Builder. June 28 at 3 at office of Harper, Cable st, Liverpool
Block, Charles, Bethnal Green rd, Maker of Shoe Bows. July 1 at 10 at office of Cotton St Martin's-le-grand
Boon, James William, Okehampton, Devon, no occupation. June 27 at 3 at Royal Hotel, Plymouth. Friend, Exeter
Broadley, William, Church, Lancaster, Grocer. June 23 at 11 at Derby Hotel, Accrington. Ballard and Sanderman, Accrington
Brooke, Matthew, Horbury, nr Wakefield, York, Grocer. June 26 at 3 at office of Lodge, Town-hall chmbrs, King st, Wakefield
Bruton, Charles Llewellyn, Newport, Monmouth, Presentation Tea Dealer. June 24 at 11 at office of Batchelor and Belchar, Skinner st, Newport
Burch, George, Denton, nr Manchester, Ironmonger. June 27 at 12.30 at office of Lord, Fountain st, Manchester
Burton, Walter Hally, Mill st, Hanover sq, Wine Merchant. June 28 at 12 at offices of Carr and Co, Vigo st, Regent st
Carless, Thomas, Hoveringham, Nottingham, Farmer. June 27 at 12 at offices of Wilshere, Belvoir st, Leicester. Parsons and Co, Nottingham
Carlton, William, Newchurch, Kent, Miller. June 27 at 2 at offices of Hallett and Co, Bank st, Ashford
Carvalho, Henry, Lower Kennington lane, Builder. June 25 at 3 at offices of Cooper and Co, Lincoln's inn fields
Clevely, William Hawkins, Bristol, Tobacconist. June 23 at 2 at offices of Clifton and Carter, Broad st, Bristol
Cooke, James, Blackburn, Lancaster, Earthenware Dealer. June 19 at 3 at Queen's Hotel, Hanley in lieu of the place originally named
Coughtrey, James, Berkhampstead, Hertford, General Dealer. June 27 at 2 at Sun Hotel, Hemel Hempstead,. Miller and Co, Luton
Court, Benjamin, Bristol, Beer Retailer. June 20 at 12 at offices of Samuels, Exchange, Bristol
Deeming, Thomas, Polesworth, Warwick, Butcher. July 6 at 2 at office of Baxter, Atherstone
Dobbie, Robert John Algernon, Oldham, Lancaster, Surgeon. June 26 at 3 at the Lyceum, Union st, Oldham. Blackburn and Smyth, Oldham
Dutton, John, Bunbury, Tarporley, Chester, Plumber. June 26 at 12.30 at Royal Hotel, Crewe. Brassey, Chester
Finney, Francis William, Phipps st, Scrutton st, Curtain rd, Linen and Lace Goods Manufacturer. July 3 at 2 at office of Woulfe, Lincoln's inn fields
Freeman, Frederick, Great Malvern, Worcester, Baker. June 28 at 12 at Star Hotel, Foregate st. Piper, Ledbury
Gillham, William Francis, Stamford st, Blackfriars, Commercial Clerk. June 29 at 3 at offices of Mitton, Gray's inn sq
Godfrey, Frederick George, sen, Cheltenham, Gloucester, no occupation. June 24 at 12 at office of Gadd, Essex pl Cheltenham
Goodsall, Stephen, Tenterden, Kent, Builder. July 7 at 2 at White Lion Hotel, Tenterden. Mace
Greenwood, Robert, Arthur Greenwood, and John William Greenwood, Dewsbury, York, Woollen Manufacturers. June 26 at 2.30 at offices of Greenwood, Bond st, Dewsbury. Chadwick, Dewsbury
Hall, Jeseph, jun, Redcar, York, Metal Broker, June 29 at 12 at offices of Dodds and Co, Finkle st, Stockton on Tees
Hampson, Allan, and William Hampson, Radcliffe, Lancaster, Chemical Manufacturers. June 29 at 3 at offices of Almond, Kennedy st, Manchester
Hand, Samuel Spicer, Birmingham, Tobacco Manufacturer. June 26 at 12 at Newhall st, Birmingham. Buller and Bickley, Birmingham
Harris, Alfred James, Bristol, Coal Merchant. June 21 at 12 at offices of Richards, Corn st, Bristol. Paul, Bristol
Harrison, James, Droylsden, nr Ashton under Lyne, Brickmaker. June 26 at 3 at Pitt and Nelson Hotel, Ashton under Lyne. Jackson, Ashton under Lyne
Hart, Henry, Boerton, Dorset, General shop keeper. June 26 at 2 at Nelson Coffee house, Fisherton, Salisbury. Rutter, Mere
Hawker, William, Plump Hill, nr Mitcheldean, Gloucester, Butcher. June 24 at 12 at office of Goldring, Cinderford
Hibbard, Luke, and Charles Fendelow, jun, Kensal rd, Oil Merchants. June 27 at 12 at Inns of Court Hotel, Holborn. Wilkins and Fanshawe, St Swithin's lane
Hignett, William, Appleton in Widnes, Lancaster, Smallware Dealer. June 23 at 11 at office of Peters, Victoria rd, Widnes
Hodgett, Joseph, Wyre Piddle, Worcester, Farmer. June 22 at 12 at office of Corbett, the Cross, Worcester
Hodgson, Joseph, Ossett, York, Dyer. June 29 at 12 at office of Sykes, New st, Huddersfield
Hopwood, John, Oswaldtwistle, Lancaster, Power Loom Cloth Manufacturer. June 22 at 2.30 at Mitre Hotel, Cathedral yd, Manchester. Radcliffe, Blackburn
How, Dixon, Commercial rd, East, Ironmonger. June 23 at 3 at offices of Bryant and Joseph, Philpot lane
Hutton, Frederick, Grange st, Hoxton, Cardboard Manufacturer. June 20 at 3 at Castle Tavern, Portugal st, Lincoln's inn. Bassett
Kemp, Richard, Huntley st, Bedford sq, Gas Engineer. June 22 at 3 at Crown Inn, Devizes. Cooper and Co, Lincoln's inn fields
Kettle, Thomas Wells, High st, Borough, Southwark, Hop Factor. June 22 at 3 at Mason's Hall Tavern, Mason's Avenue, Basinghall st. Gregory, Guildhall
Kite, George, Sheerness, Kent, Greengrocer. June 27 at 12.30 at office of Copland, Edward st, Sheerness
Landrock, Julius, Alfred pl, South Kensington, Practical Furrier. July 3 at 3 at office of Goldberg and Langdon, West st, Finsbury circus
Lee, Frederick, Birmingham, Metal Spinner. June 27 at 3 at office of Rowlands and Co, Colmore row, Birmingham
Lee, Newmarch Thomas, Kingston-upon-Hull, Leather Seller. June 28 at 12 at Queen's Hotel, Leeds. Salmon, Hull
Lee, James, and Hugh Wilkinson, Blackburn, Lancaster, Flaggers. June 21 at 3 at office of Phillips, Exchange st, Blackburn
Levy, Nathaniel, Gower st, Trimming Seller. June 26 at 3 at office of Wright and Co, Queen Victoria st
Lewis, Albert Frederick, Alton, Hants, Wine Merchant. June 27 at 12 at office of Norton and Co, Billiter st. Adams and Co, Winchester
Lewis, Charles, Croydon, Surrey, Market Gardener. June 21 at 11 at Green Dragon Hotel, High st, Croydon. Dennis, Croydon
Lewis, Charles William, Festiniog, Merioneth, Grocer. June 27 at 12 at Junction Hotel, Llandudno Junction. Breese and Co, Festiniog
Lewis, Robert, Chester, Wheelwright. June 29 at 11 at office of Brassey, Eastgate-row, Chester
Limmer, Emily, and Frank James Limmer, Allen st, Halton rd, Flour Factors. June 26 at 3 at 83, Gresham st. Bolton and Mote, Gray's-inn-sq
Littlehales, Charles Cornelius, Birmingham, Chain Maker. June 23 at 3 at office of Fallows, Cherry st, Birmingham
McDermott, James, Manchester, Fishmonger. June 22 at 3 at office of Rawes, Bexley sq, Salford
McDonough, John, Manchester, Cabinet Maker. June 29 at 3 at office of Chew, Swan st, Manchester
McKear, Charles, Sedgley, Stafford, Grocer. June 28 at 2 at office of Shakespeare, Church st, Oldbury
Mankelow, Thomas, Beaufort st, King's rd, Chelsea. July 3 at 3 at office of Hatton and Westcott, Strand
Martin, George Henry, Middlewich, Chester, Draper. June 24 at 11.30 at Royal Hotel, Crewe. Welch, Longton
Murray, George, Leather lane, Holborn, General Ironmonger. June 28 at 3 at office of Wills and Watts, Grafton st, Fitzroy sq
Murrell, William, Stanley William George Murrell, and Herbert Ernest Edmond Murrell, Blackfriars rd, Woollen Warehousemen. June 27 at 3 at 145, Cheapside. Rooks and Co, King st, Cheapside
Oborne, Thomas Robert, Aylesbury, Buckingham, Temperance Hotel Keeper. June 29 at 3 at office of Fell, Rickford's hill, Aylesbury
Osborne, Henry Edward, Kingston on Thames, Surrey, Builder. June 28 at 1 at office of Walter and Durham, Chancery lane
Parry, Richard, Newtown, Montgomery, Merchant. June 23 at 12.30 at office of Williams and Co, Market st, Newtown
Pauly, George Emil, High Easter, Essex, Schoolmaster. July 7 at 1 at office of Blyth, Crane ct, Chelmsford
Pelling, Joseph, Bristol, Furniture Broker. June 26 at 3 at offices of Benson and Carpenter, Bank chmbrs, Corn st, Bristol
Pickering, Joseph, Barnsley, York, Provision Dealer. June 27 at 11 at office of Gray, Eastgate, Barnsley
Preece, William, Amblecote, Stafford, Licensed Victualler. June 21 at 3 at office of Waldron, High st, Brierly hill
Pryce, Thomas, Essex rd, Islington, Ironmonger. June 26 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Ives, Walbrook
Rabson, William, Ashford, Kent, Marine Store Dealer. June 28 at 12 at office of Waterman, Bank st, Ashford
Ravenhall, John, Eastham, Worcester, Beer House Keeper. June 29 at 3 at office of Thursfield, Swan st, Kidderminster
Roberts, Isaac, Bagillt, Flint, Grocer. June 26 at 2.30 at Albion Hotel, Chester. Evans, Holywell
Robinson, Herbert, Hoyland Common, Barnsley, York, Grocer. June 27 at 2 at offices of Gray, Barnsley
Rowland, George, and Harry Rowland, Stafford, Shoe Manufacturers. June 26 at 3 at office of Bowen, Martin st, Stafford
Sadler, Zachariah, Wolverhampton, Stafford, Coach Builder. June 30 at 11 at office of Willcock, Queen st, Wolverhampton
Sercombe, Henry James, Northampton, Hosier. June 26 at 10.30 at Inns of Court Hotel, Holborn. Banks, Northampton
Sexton, Robert, Northwich, Chester, Licensed Victualler. June 27 at 3 at office of Green and Dixon, Castle chambers, Northwich
Skeates, Edward John, Bristol, Ironmonger. June 21 at 2 at Acorn Hotel, Temple st, Birmingham. Bramble and Watts, Bristol
Smart, Frederick Francis, Birmingham, Shop Fitter. June 26 at 3 at 1, Newhall st, Birmingham. Buller and Bickley, Birmingham
Smith, James Muir, Bayham st, Camden Town, Pianoforte Manufacturer. June 21 at 3 at office of Dod and Longstaffe, Berners st
Smith, James Richmond, Norwich, Watchmaker. June 29 at 12 at office of Bavin and Daynes, Exchange st, Norwich
Smith, William, Birmingham, Corn Dealer. June 23 at 11 at office of Eaden, Bennett's hill, Birmingham
Spanswick, John, Richmond, Biscuit Baker. June 21 at 3 at office of Seeley, High Holborn

Swindley, Henry, Chester, Potato Dealer. June 20 at 11 at office of Brassey, Eastgate row North, Chester
Tillbrook, John, Napier villas, Crouch End, Builder. June 26 at 3 at Cannon st Hotel, Cannon st. Freeman and Bothamley, Queen st
Thomson, George, and John Mathews, Billiter sq, Merchants. July 4 at 2 at Guildhall Coffee house, Gresham st. Greening, Fenchurch st
Taylor, Jeremiah, Plymouth, Master Mariner. June 26 at 3 at office of Stanbury, Princess sq, Plymouth
Unsworth, John, Earlestown, Lancaster, Contractor. June 27 at 11 at offices of Ridgway and Worsley, Cairo st, Warrington
Vanstone, James, Northam, Devon, Coal Merchant. June 28 at 12 at offices of Hole and Peard, Willett st, Bideford
Vaughan, George John, Mile End rd, Manager to a Licensed Victualler. June 23 at 12 at offices of Anning, Cheapside
Veal, Thomas John, Wardour st, Soho, Plate Chest Maker. June 26 at 2 at offices of Fraser, Soho sq
Wade, Charles Gregory, Leadenhall st, Glass and China Merchant. June 28 at 11.30 at offices of Burne and Co, Lincoln's inn fields
Walton, James, Sheffield, Boot and Shoe Manufacturer. June 26 at 3 at offices of Clegg, Victoria chmbrs, Figtree lane, Sheffield
Warren, George, Reading, Berks, Grocer. June 24 at 3 at offices of Newman, Friar st, Reading
Whichello, Frank, Wallingford, Berks, General Shop Keeper. June 27 at 3 at offices of Slade, St Martin's st, Wallingford
Wilson, David, and William Lambert, Kingston-upon-Hull, Merchants. July 1 at 11, at Imperial Hotel. Holborn Viaduct. Firth, Hull
Woodbridge, William Henry, and Thomas Crabb Woodbridge, Exeter, Corn Merchants. June 26 at 2 at London Hotel, Exeter. Hirtzel, Exeter
Woods, William, Ketton, Rutland, Auctioneer. June 30 at 11 at offices of Atter, Barn Hill, Stamford
Wright, William, Brighton, Sussex, Butcher. June 26 at 12 at offices of Maynard, North st, Brighton

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